



CITY OF ALAMEDA • CALIFORNIA

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY - - - JANUARY 17, 2006 - - - 6:05 p.m.

Time: Tuesday, January 17, 2006 6:05 p.m.

Place: **City Council Chambers Conference Room**, City Hall, corner
of Santa Clara Avenue and Oak Street.

Agenda:

1. Roll Call.

2. Public Comment on Agenda Items Only.

Anyone wishing to address the Council on agenda items only,
may speak for a maximum of 3 minutes per item.

3. Adjournment to Closed Session to consider:

3-A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Name of case: Citizens for a Megaplex-Free Alameda
v. City of Alameda.

3-B. CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Craig Jory and Human Resources
Director.

Employee Organizations: Alameda City Employees Association,
International Brotherhood of
Electrical Workers, and Management
and Confidential Employees
Association.

3-C. CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Marie Gilmore and Frank Matarrese.

Employee: City Attorney.

4. Announcement of Action Taken in Closed Session, if any.

Adjournment


Beverly Johnson, Mayor



CITY OF ALAMEDA • CALIFORNIA

IF YOU WISH TO ADDRESS THE COUNCIL:

1. Please file a speaker's slip with the Deputy City Clerk and upon recognition by the Mayor, approach the podium and state your name; speakers are limited to three (3) minutes per item.
2. Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
3. Applause and demonstration are prohibited during Council meetings.

AGENDA - - - - - REGULAR MEETING OF THE CITY COUNCIL
TUESDAY - - - - - JANUARY 17, 2006 - - - - 7:30 P.M.

[Note: Regular Council Meeting convenes at 7:30 p.m., **City Hall, Council Chambers, corner of Santa Clara Ave and Oak St.**]

The Order of Business for City Council Meeting is as follows:

1. Roll Call
2. Agenda Changes
3. Proclamations, Special Orders of the Day and Announcements
4. Consent Calendar
5. Agenda Items
6. Oral Communications, Non-Agenda (Public Comment)
7. Council Communications (Communications from Council)
8. Adjournment

Public Participation

Anyone wishing to address the Council on agenda items or business introduced by Councilmembers may speak for a maximum of 3 minutes per agenda item when the subject is before Council. Please file a speaker's slip with the Deputy City Clerk if you wish to address the City Council.

SPECIAL MEETING OF THE CITY COUNCIL

6:05 p.m.

CITY COUNCIL CHAMBERS CONFERENCE ROOM

Separate Agenda (Closed Session)

PLEDGE OF ALLEGIANCE

1. ROLL CALL - City Council

2. AGENDA CHANGES

3. PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

3-A. Proclamation declaring February 3, 2006 as "Wear Red for Women" Day in Alameda.

4. CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Council or a member of the public.

4-A. Minutes of the Regular City Council Meeting held on January 3, 2006. (City Clerk)

4-B. Bills for ratification. (Finance)

4-C. Recommendation to accept the City of Alameda Investment Policy. (Finance)

4-D. Recommendation to authorize the City Manager to execute the fifth amendment to the Measure B Funding Agreement and fourth amendment to the Measure B Project Implementation Agreement by and between the City of Alameda, the Alameda County Transportation Authority, the Port of Oakland, and the City of Oakland for the Cross Airport Roadway Project (Ron Cowan Parkway). (Public Works)

4-E. Recommendation to accept and authorize recording a Notice of Completion for the Bayport Stormwater Pump Station System Improvements. (Development Services Department)

4-F. Recommendation to authorize execution of a lead-based paint hazard reduction Grant Agreement with Alameda County Lead Poisoning Prevention Program. (Development Services Department)

4-G. Adoption of Resolution Approving the Application for California Cultural and Historical Endowment (CCHE) under the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002. (Development Services Department)

5. REGULAR AGENDA ITEMS

- 5-A. Adoption of Resolution Appointing Michael B. Cooper as a member of the City Recreation and Park Commission; and
- Adoption of Resolution Appointing Dora J. Dome as a member of the City Social Services and Human Relations Board.
- 5-B. Adoption of Resolution Commending Alameda Police Lieutenant Bob Cranford for his contributions to the City of Alameda.
- 5-C. Recommendation to adopt Plans and Specifications and authorize Call for Bids for Bayport Alameda Community Building and Park Project. (Development Services Department)
- 5-D. Introduction of Ordinance Amending the Alameda Municipal Code by Adding Section 2-18 (Alameda Film Commission) to Chapter II (Administration), Establishing an Alameda Film Commission, and Prescribing Membership and Duties of Said Commission. (Development Services Department)
- 5-E. Public Hearing on Housing and Community Development needs for the Community Development Block Grant Annual Plan. (Development Services Department)

6. ORAL COMMUNICATIONS, NON-AGENDA (Public Comment)

Any person may address the Council in regard to any matter over which the Council has jurisdiction or of which it may take cognizance, that is not on the agenda.

7. COUNCIL COMMUNICATIONS (Communications from Council)

- 7-A. Consideration of Mayor's nomination for appointment to the Economic Development Commission.

8. ADJOURNMENT

- For use in preparing the Official Record, speakers reading a written statement are invited to submit a copy to the City Clerk at the meeting or e-mail to: lweisige@ci.alameda.ca.us
- Sign language interpreters will be available on request. Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 72 hours prior to the Meeting to request an interpreter.
- Equipment for the hearing impaired is available for public use. For assistance, please contact the City Clerk at 747-4800 or TDD number 522-7538 either prior to, or at, the Council Meeting.
- Accessible seating for persons with disabilities, including those using wheelchairs, is available.
- Minutes of the meeting available in enlarged print.
- Audio Tapes of the meeting are available upon request.
- Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 48 hours prior to the meeting to request agenda materials in an alternative format, or any other reasonable accommodation that may be necessary to participate in and enjoy the benefits of the meeting.

Proclamation

- Whereas*, diseases of the heart are the nation's leading cause of death and stroke is the third leading cause of death; and
- Whereas*, cardiovascular diseases (CVD) claim the lives of over 480,000 American females (about one death per minute) each year; and
- Whereas*, each year, of the females who die, 53% die from cardiovascular disease (CVD) as compared to 46% men and about 35,000 more females than males die from a stroke; and
- Whereas*, in 2006 the estimated direct and indirect cost of cardiovascular diseases and stroke in the US is estimated at \$403.1 billion; and
- Whereas*, more women die of cardiovascular disease than the next six leading causes of death combined, including all cancers; and
- Whereas*, only 13% of women consider cardiovascular disease their greatest health risk; and
- Whereas*, February is designated as American Heart Month; and
- Whereas*, "Go Red for Women" is the American Heart Association's national call to increase awareness of heart disease—the leading cause of death for women—and to inspire women to take charge of their heart health;

Now, therefore, I, Beverly Johnson, Mayor of the City of Alameda, in recognition of the importance of the ongoing fight against heart disease and stroke, do hereby proclaim February 3, 2006 to be

"Wear Red for Women" Day

in the city of Alameda and urge all citizens to show their support for women and the fight against heart disease by commemorating this day by the wearing of the color red. By increasing awareness and empowering women to reduce their risk for cardiovascular disease, we can save thousands of lives each year.

Beverly J. Johnson
Mayor

Proclamation 3-A
1-17-06

UNAPPROVED MINUTES
MINUTES OF THE REGULAR CITY COUNCIL MEETING
TUESDAY - - - -JANUARY 3, 2006 - - - - 7:30 P.M.

Mayor Johnson convened the Regular Meeting at 7:45 p.m.

ROLL CALL - Present: Councilmembers Daysog, deHaan, Gilmore,
Matarrese, and Mayor Johnson - 5.

Absent: None.

AGENDA CHANGES

None.

PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

(06-) Proclamation declaring January as Volunteer Blood Donor Month.

Mayor Johnson read and presented the proclamation to Ruby Liu, Account Manager, American Red Cross Blood Services.

Ms. Liu thanked the Council for the proclamation and support; stated 12 drives were held in Alameda in 2005; 600 units of blood were collected.

Michael J. Torrey, Alameda, thanked the Council for issuing the proclamation; stated that he is still advocating for a voluntary Blood Donor Year.

(06-) Library project update.

The Project Manager provided a brief update.

Councilmember deHaan inquired whether the furniture, fixtures and equipment (FF&E) were selected and ordered.

The Project Manager responded that some of the \$3.5 million FF&E budget item is in the base Contract; the procurement process should start in February; bids are due back in April; the staff furniture will be available at the beginning of September and the public area furniture will be available at the end of September; the interior designer recommended delaying the procurement process because selected furniture might no longer be available if ordered too early; the IT procurement process will go out after the furniture procurement.

CONSENT CALENDAR

Mayor Johnson announced that the bills for ratification [paragraph no. 06-____], the recommendation to accept the work of Golden Bay Construction [paragraph no. 06-____], and the recommendation to approve an increase for the Construction Contract with Ghilotti Brothers, inc. [paragraph no. 06-____] were removed from the Consent Calendar for discussion.

Councilmember Matarrese moved approval of the remainder of the Consent Calendar.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

[Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

(*06-____) Minutes of the Special and Regular City Council Meetings held on December 20, 2005. Approved.

(06-____) Ratified bills in the amount of \$2,904,675.88.

Mayor Johnson stated that she was impressed with the progress staff has made in purchasing within Alameda; requested staff to check on the possibility of purchasing tires in Alameda.

Councilmember Matarrese inquired why there are a number of negative amounts on the last page of the register.

The Finance Director responded the negative amounts indicate that a credit memo was issued or an offset occurred to a payment.

Councilmember Matarrese inquired why Dang & Trachuk had a \$16,000 negative on the check register.

The City Attorney responded the negative \$16,000 was for the Alameda Belt Line litigation.

Councilmember deHaan stated that departments are paying attention to where money is being spent; reporting has shown a marked improvement.

Councilmember deHaan moved approval of ratifying the bills in the amount of \$2,904,675.88.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

(06-) Recommendation to accept the work of Golden Bay Construction, Inc. for the Webster Street Renaissance Project, No. P.W. 07-02-07. Approved.

Councilmember deHaan requested the item be addressed together with the recommendation to approve an increase for the Construction Contract with Ghilotti Brothers [paragraph no. 06-].

Councilmember deHaan stated the Webster Street Renaissance Project involved five blocks; the project was very successful; the vast majority of Webster Street has improved; the Park Street Streetscape Project involves two blocks; a lot of the work still needs to be done; inquired how much funding was provided by the Metropolitan Transportation Commission (MTC).

The Public Works Director responded each project received approximately \$1 million.

Councilmember deHaan stated that the remainder of the funding came from various other sources such as redevelopment and Alameda Power and Telecom (AP&T).

The Public Works Director stated that AP&T paid for all of the Park Street joint trenching for electrical and cable wiring; some Measure B money covered the Webster Street sidewalk repair.

Councilmember deHaan stated the money was well spent; he has concerns about the next phase; inquired whether more dollars were in the cue now.

The Public Works Director responded in the affirmative; stated a \$700,000 federal grant would go to the Park Street Streetscape Project specifically; he is working with the Park Street Business Association (PSBA) and Development Services Department to determine how the money will be spent; PSBA would like the money to go toward more street trees and lights.

Councilmember deHaan inquired whether the MTC funding needs to go toward transportation-oriented activities.

The Public Works Director responded that the funding is flexible.

Councilmember deHaan inquired whether matching funds need to be obtained for the federal grant, to which the Public Works Director responded in the negative.

Councilmember deHaan inquired whether the federal grant would

finish the Park Street project.

The Public Works Director responded that the grant should finish the segment from Webb Avenue to Lincoln Avenue; joint trenching has been done; continuing down to least Alameda Avenue would be ideal.

Councilmember deHaan inquired what was the projected budget for continuing the work.

The Public Works Director responded that the project is going through the Community Improvement Project process; the limits of the \$700,000 grant would be reviewed along with additional contributions from City funds.

Mayor Johnson inquired whether the same type of trenching would be needed for the block south of Central Avenue, to which the Public Works Director responded in the affirmative.

Mayor Johnson inquired whether the lights could be installed without trenching, to which the Public Works Director responded in the negative.

Councilmember deHaan stated the Webster Street project involved five blocks for a cost of approximately \$2 million; the Park Street project involved two blocks for about the same amount of money; inquired how the Park Street project was different.

The Public Works Director responded that Park Street has private basements extending into the public right-of-way; Webster Street does not have basements under the sidewalks; the work on Park Street was more expensive because trenching needed to be done under the streets for utilities; Park Street was also completely resurfaced from curb to curb.

Councilmember deHaan inquired whether CalTrans money was available for the resurfacing on Webster Street.

The Public Works Director responded that Webster Street was resurfaced by CalTrans three years ago and did not need to be resurfaced; PSBA wanted to have flush transit plazas, which are more expensive; complex drainage issues also increased costs.

Councilmember deHaan inquired whether the same problems could occur with the remainder of the Park Street project.

The Public Works Director responded the same problems could occur if underground basements are in the extended phase.

Mayor Johnson stated that the City will need to address the underground basement issue at some point; some of the building owners are using the sidewalk as the basement roof; requesting the owners to put ceilings in the underground basements seems reasonable.

Councilmember deHaan moved approval of the staff recommendations [accept the work of Golden Bay [paragraph no. 06-___] and approve an increase for the Construction Contract with Ghilotti Brothers [paragraph no. 06-___].

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06-___) Recommendation to approve an increase for the Construction Contract with Ghilotti Brothers, Inc. by the amount of \$45,000 using Alameda Power & Telecom funds for the Park Street Streetscape and Town Center project, No. P.W. 10-02-13. Approved. [Note: See recommendation to accept the work of Golden Bay Construction [paragraph no. 06-___] for discussion and motion.]

REGULAR AGENDA ITEMS

(06-___) Resolution No. 13918, "Commending Community Development Manager Carol Beaver for Her Contributions to the City of Alameda." Adopted.

Councilmember Matarrese moved adoption of the resolution.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

Mayor Johnson read and presented the resolution to the Community Development Manager.

The Community Development Manager thanked the Council for the resolution; stated that she has enjoyed working with wonderful people to build a strong, supportive community.

Mayor Johnson stated that the community would continue to benefit from all of the programs developed.

Vice Mayor Gilmore stated the Community Development Manager's hard work would be evident for a long time; stated that the Community Development Manager has always been cheerful and upbeat.

Councilmember Matarrese thanked the Community Development Manager for a faithful and cheerful job performance; stated the Community

Development Manager's accomplishments are helping the City to do what is right.

Councilmember deHaan thanked the Community Development Manager for her dedication and effort in working on the Base closure and Alameda College Career Center.

Councilmember Daysog stated that the Community Development Manager was behind Ed Dankworth, Lois Workman, and Ken Warner in getting Alameda to think about new ideas since the mid-1990's; the Community Development Manager's departure from the City will result in a tremendous void.

(06-) Public Hearing to consider Amendment No. 1 to Fiscal Year 2005-2006 Community Development Block Grant (CDBG) Action Plan, approving reallocation of funds, and authorizing the City Manager to execute related agreements with sub-grantees.

Mayor Johnson opened the public portion of the Hearing.

There being no speakers, Mayor Johnson closed the public portion of the Hearing.

Councilmember Matarrese stated a \$6,000 increase is proposed for fair housing services; Sentinel Fair Housing's (SFH) efforts were questioned during the Harbor Island Apartment mass eviction; inquired what additional services would be provided with the \$6,000 increase.

The Community Development Manager responded the proposal includes a \$5,996 allocation to SFH; SFH requested the additional amount as part of the grant; the increase in funds would provide the City with additional technical assistance in meeting Housing and Urban Development (HUD) obligations; fair housing regulations have changed for people with disabilities and language barriers.

Councilmember Matarrese inquired how SFH's scope of work was being measured.

The Community Development Manager responded that traditionally SFH's goals are exceeded; SFH would continue to meet contractual obligations; technical assistance would be added to the scope of work; more meetings would be scheduled to brief staff on community questions.

Councilmember Matarrese stated that goals are not set appropriately when consistently exceeded; the 25% increase is hefty; he would expect a comparable increase in services from SFH.

Mayor Johnson inquired whether SFH's Contract requirements are clearly defined.

The Community Development Manager responded a substantial quarterly report is submitted which documents every case that SFH has taken under advisement; the scope of work is very clearly spelled out; the details have not been worked out for the proposed increase in funds but can be provided once the scope of work has been finalized.

Mayor Johnson stated that the Contract details should be provided to the Council to ensure that the City is getting its money's worth; disappointing service was provided to the Harbor Island Apartment tenants; the Council thought that SFH could have done more to help.

The Community Development Manager stated the issue would be part of the discussion when the scope of work is refined.

Mayor Johnson inquired whether SFH's previous Contract included providing aid to the City with the Harbor Island tenants, and whether SFH was remiss in doing so.

The Community Development Manager responded that the Contract would be reviewed and information would be provided to Council; staff feels that SFH was in compliance in terms of the number of people contacted; stated that communication could have been better.

Councilmember Matarrese stated that caution should be exercised in establishing criteria by the number of contacts made; emphasis should be on the outcome of the contact; the money is not well spent if the contacts are not helping people.

The Community Development Manager stated that more information would be provided to the Council.

Mayor Johnson requested that staff provide a sample of SFH's quarterly reports.

Councilmember deHaan inquired what the proposed funding would cover for the Webster Neighborhood Improvement Project.

The Community Improvement Manager responded the proposed funding would cover Phase I, which includes the streetlights, tree planting, curb cuts, striping, bus shelters, signage, and possibly an engineering consulting contract for the pedestrian corridor design.

Mayor Johnson inquired whether money is given out as loans or grants for substantial rehabilitation, to which the Community Development Manager responded loans.

Councilmember Daysog moved approval of the staff recommendation.

Councilmember deHaan seconded the motion, which carried by unanimous voice vote - 5.

Councilmember Matarrese thanked the Social Services and Human Relations Board for putting the amendment together.

ORAL COMMUNICATIONS, NON-AGENDA

(06-) Dorothy Reid, Alameda, stated that she was concerned about the economic impacts of the proposed Target; the neighborhood will be negatively impacted; informed decisions cannot be made without reviewing the economic aspects of the project; 75% of Alameda's retail leakage comes from high-end specialty stores, not discount stores; increased street resurfacing and criminal elements need to be addressed.

(06-) Dr. Arthur Lipow, Alameda Public Affairs Forum, stated that he was disturbed that there were no barriers at the boat launch at the end Grand Street; the Acting Police Chief does not consider the site to be a hazard; a doctor died at the site, as well as two others; inquired why something has not been done to correct the situation.

(06-) Jon Spangler, Alameda, requested that the Council consider joining the Kyoto USA movement in voluntarily adopting the Kyoto protocols; the City already is a leader on energy policies through Alameda Power and Telecom and waste management programs; stated that he has great reservations about the proposed Target; Harsh Development and Target need to reach out to the community to ensure that appropriate contributions are made as was done by Catellus.

(06-) Gretchen Lipow, Alameda, stated she was concerned about how the proposed Target would impact the small merchants on Park Street and Webster Street; the Safeway and Trader Joe parking area is a mess; the Grand Street boat slip gives an illusion that Oakland is very close; the street should be barricaded to avoid accidents; eight cars have driven into the estuary; three deaths have occurred.

COUNCIL COMMUNICATIONS

(06-) Consideration of Mayor's nominations for appointment to the Recreation and Park Commission and Social Services Human Relations Board.

Mayor Johnson nominated Michael B. Cooper for appointment to the Recreation and Park Commission and Dora J. Dome to the Social Services and Human Relations Board.

(06-) Vice Mayor Gilmore congratulated the Public Works Department staff for doing a terrific job in maintaining the storm drains; stated that Alameda did not face flooding situations in the wake of the recent storms.

(06-) Councilmember Daysog stated that members of the Encinal High School Alumni Association inquired into the possibility of renaming a west-end street to honor Willie Stargel; he would like to review the history of naming Tinker Avenue and the possibility of renaming Tinker Avenue to Willie Stargel Boulevard; Mr. Stargel grew up near Tinker Avenue.

Mayor Johnson stated that the City's street naming policy should be reviewed and updated.

Councilmember Daysog stated that the Encinal High School Alumni Association also had concerns about how the road and streets in the Bayport development were named.

Councilmember deHaan noted the City experienced minor incidences with the storms; a three-hour power outage occurred; stated Third Street and Poggie Avenue reappear with different names in the Bayport development.

Mayor Johnson stated the matter could be corrected.

Councilmember deHaan stated Willie Stargel spent most of his youth in west-end projects; consideration should be given to renaming Tinker Avenue or Mosley Avenue.

(06-) Councilmember deHaan stated that the Del Monte property was under the oversight of the Planning Board for three years and was scheduled to come back to various committees and boards but has not; 550 housing units are scheduled for the northern waterfront area along with substantial retail operations; he would like to have a status report provided shortly.

(06-) Councilmember Matarrese stated that his heart goes out to the family of Dr. Atari; an investigation is being conducted;

necessary action would be taken upon conclusion of the investigation; inquired when the report would be provided.

The City Manager responded up to four weeks.

(06-) Councilmember Matarrese requested concurrence from the Council to provide direction to gather Council policies and have a central repository established for public access.

The City Clerk stated that she has Council policies dating back to 1998; pre-1998 policies are indexed by topic and are difficult to find.

Mayor Johnson suggested setting up a method for recording and maintenance of Council policies.

The City Clerk stated that a method has been established for future policies.

(06-) Councilmember Matarrese stated that Alameda's Marine Corp unit has been called for deployment in Iraq; requested that the Council meeting be adjourned with the City's wishes for a safe return; he is disturbed that fresh troops are being sent out instead of pulling troops back in from the middle east; the Council needs to express support.

(06-) Councilmember Matarrese stated that tonight is the Assistant City Manager's last meeting; the Assistant City Manager is leaving to become the City Manager of Astoria, Oregon; stated he will miss working with the Assistant City Manager.

The Assistant City Manager stated that he was leaving with mixed emotions; Alameda has been a great place to work for the last three years.

(06-) Mayor Johnson stated benefit and pay issues have come to her attention from the City Auditor; Citywide policies are lacking; she is hesitant to request staff to take on significant projects that are not related to outside projects; pay and benefit policies should be reviewed and formalized; the matter may need to be handled by an outside service; money could be allocated if needed; requested that the matter be brought back to Council.

Councilmember Daysog stated he would like to review the \$250 car allowance for transit users; an alternative should be established for public transit users.

Councilmember Matarrese stated that the matter should be brought

back as an agenda item.

Mayor Johnson concurred with Councilmember Matarrese; requested that the City Manager provide recommendations regarding the use of outside services and what should be done.

Councilmember deHaan stated consistency needs to be established; issues are looked at harder during the budget process; employment groups have inequities; efforts are being made to standardize the employment groups; other cities' practices should be reviewed.

(06-) Councilmember deHaan stated the Navy League recognized the Marine Corp unit's deployment to Iraq; concurred with Councilmember Matarrese regarding support to the troops and their families.

Mayor Johnson stated that approximately 1500 soldiers are being deployed.

(06-) Councilmember deHaan thanked the Assistant City Manager for his open, fair, and honest approach.

Mayor Johnson stated that tonight is also the Assistant to the City Manager's last meeting; congratulated the Assistant City Manager and Assistant to the City Manager; stated the Assistant to the City Manager was leaving to become the Assistant City Manager in Windsor after eight years with Alameda.

ADJOURNMENT

(06-) There being no further business, Mayor Johnson adjourned the Regular Meeting at 9:03 p.m. in a moment of silence for the Alameda Marine Corp unit deployed to Iraq.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

January 12, 2006

Honorable Mayor and Councilmembers:

This is to certify that the claims listed on the check register and shown below have been approved by the proper officials and, in my opinion, represent fair and just charges against the City in accordance with their respective amounts as indicated thereon.

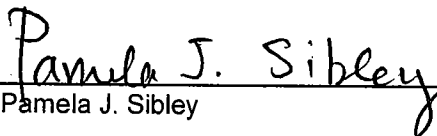
<u>Check Numbers</u>	<u>Amount</u>
144084 - 144543	1,427,314.61
EFT 165	55,886.65
EFT 166	25,610.00
EFT 167	1,686.94
E14410 - E14528	75,711.97

Void Checks:

122981	(732.58)
107163	(205.66)

GRAND TOTAL	1,585,271.93
-------------	--------------

Respectfully submitted,


Pamela J. Sibley

CITY OF ALAMEDA
MEMORANDUM

Date: January 4, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: City of Alameda Investment Policy

BACKGROUND

The State of California Government Code Section 53646 requires the City Treasurer to submit to the City Council, at a public meeting, an Investment Policy for approval by the local governing authority.

DISCUSSION

The City's Investment Policy affirms the fiduciary responsibility to insure establishment of adequate reserves, safeguard public assets and identify opportunities for a systematic investment process. Priority is placed first on insuring safety of principal and the liquidity needs for payroll and other city obligations then on yield on the investment.

The City's Investment Policy is reviewed annually and is included with this report. Investment reports are provided at the close of each calendar quarter and include the market value of securities, source(s) of market valuation and a statement confirming that current liquidity is adequate to meet expenditures for the next six (6) months

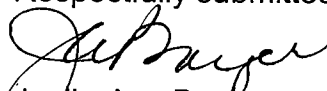
FINANCIAL IMPACT

The Investment Policy controls the type and duration of potential investments. During Fiscal Year 2005, \$2.2 million was earned in interest on investments.

RECOMMENDATION

Council approve the Investment Policy as presented.

Respectfully submitted,


Juelle-Ann Boyer
Chief Financial Officer

JB:dl
Attachment
G:\FINANCE\COUNCIL\2006\011706\Investment Policy.doc

Report 4-C
1-17-06

INVESTMENT POLICY

I. STATEMENT OF PURPOSE

It shall be the investment policy of the City of Alameda that all funds not required for immediate budgeted expenditures be invested in compliance with this statement as well as applicable federal and state legislation.

Safeguards will be set into place to insure that adequate reserves are established and maintained to provide that cash in sufficient amounts will be available for those immediate expenditures as authorized by the City's budget. Funds so maintained will be deposited in a manner best serving the City.

It will be further recognized that the City has a responsibility to insure the security of its assets and always maintain a level of quality so that the public at large will have the highest confidence that its best interests are being served.

The purpose of this document is to identify various policies and procedures that enhance opportunities for a systematic investment process. The initial step toward a prudent investment policy is to organize and formalize investment related activities. Related activities, which comprise good cash management, include accurate cash projection, the expeditious collection of revenue, the control of disbursements, cost effective banking relations, and a short-term borrowing program which coordinates working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

II. SCOPE

It is intended that this policy cover all short-term operating funds and investment activities under the direct authority of the City. These funds are described in the most current annual financial report and include:

- General Fund
- Capital Projects Fund
- Special Revenue Fund
- Enterprise Fund
- Internal Service Funds
- Fiduciary Funds
- Redevelopment Agency Funds

This investment policy applies to all transactions involving the financial assets and related activities of the foregoing funds.

III. OBJECTIVES

- A. Safety: Safety of principal is the foremost objective of the City, followed by liquidity and yield. Each investment transaction shall seek to first insure that capital losses are avoided, whether they are from securities default or erosion of market value.

Investment decisions should not incur unreasonable investment risks in order to obtain current investment income.

- B. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This need for investment liquidity may be tempered to the extent that the City is able to issue short-term notes to meet its operating requirements. Emphasis will be on marketable securities with low sensitivity to market risk.

- C. Yield: The investment portfolio shall be designed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restricts the placement of short term funds.

- D. The investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institution.

- E. The City shall adhere to the guidance provided by the "prudent investor rule", which obligates a fiduciary to insure that:

"...investment shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

- F. All participants in the investment process shall act reasonably as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public scrutiny and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Nevertheless, in a diversified portfolio, it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio investment return, provided that adequate diversification has been implemented.

- G. Investments are to be made that will bear in mind the responsibility of city government to its citizens. Investments which encourage the betterment of the human condition will be sought. Alternative investments which enhance the quality of life will be given full consideration. Investments which serve to only enrich a few to the detriment of the people will be strictly avoided.

- H. No investment is to be made in a company that receives more than 15% of gross revenues from the production or manufacture of cigarettes, alcohol, or gambling products.

IV. DELEGATION OF AUTHORITY

Article V of the Charter of the City of Alameda places sole custody of the City's funds with the Treasurer. Further, Section 53636 of the Government Code of the State of California provides that money on deposit is deemed to be in the treasury of the City.

Although the responsibility for conducting the City's investment program resides with the Treasurer, the day to day investment function is hereby delegated to the Finance Director who shall establish written procedures for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit delegation of authority for all investment activities.

This procedure is attached hereto and marked as Attachment "A".

V. INVESTMENT ADVISORY COMMITTEE

An Investment Advisory Committee has been formed for the purpose of overseeing the implementation of the City's investment program and assuring it is consistent with the investment policy as approved by the City Council. The advisory committee shall consist of the City Treasurer, Finance Director (as representative of the City Manager) and the Investment Officer.

The Investment Advisory Committee will meet as needed or as market or economic condition changes to determine general strategies and to monitor results. The committee shall include in its deliberations such topics as: economic outlook, portfolio diversification and maturity structure, potential risks to the City's funds, approval of authorized financial institutions, and the target rate of return on investment portfolio. The written investment procedures shall be approved by the investment advisory committee on an annual basis.

Quarterly: The Finance Director with the concurrence of the Treasurer shall submit a quarterly investment report to the City Council. This report will describe all investment transactions during the quarter, compute average yield and average life of the portfolio as well as all required elements of the quarterly report as prescribed by Government Code Section 53646.

VI. INVESTMENT INSTRUMENTS

Investment instruments authorized for purchase include:

- A. United States treasury bills or certificate of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- B. Insured or collateralized certificates of deposit issued by a nationally or state chartered bank or state or federal association. In accordance with California statutes, City deposits including collateralized certificates of deposit shall not exceed the total paid-up capital (to include capital notes and indentures) and surplus of any depository bank, or the total of the net worth of any savings and loan association.
- C. Prime bankers acceptances with maturities less than one hundred eighty days, which are eligible for purchase by the Federal Reserve System, and are issued by the top fifty

banks in the world, or any qualified depository in the State of California. Purchases from any one bank may not exceed thirty percent of the City's investment portfolio.

- D. Securities of government agencies such as the Federal Home Loan Bank, Federal Farm Credit and Federal National Mortgage Association, a maximum of 25% per issuer, and a maximum of 75% in total.
- E. Prime commercial paper with A1/PI rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Purchases of commercial paper may not exceed 270 days maturity and no more than 25% of the City of Alameda's portfolio.
- F. Medium term corporate notes with a maximum maturity of five years issued by corporation doing business in the United States which are rated "A" or its equivalent or better by one or more of the following national rating: Moody's, Standard and Poor's, Fitch's or Keefe's. Investment in medium term corporate notes shall not exceed 30% of the City of Alameda's portfolio.
- G. State of California Local Agency Investment Fund.
- H. County Agency Investment Funds, a maximum of 15%.
- I. Repurchase Agreements.
- J. Domestic money market mutual funds registered with the Federal Securities and Exchange Commission (SEC) and which are rated in the highest rating category by a nationally recognized rating service or which only invest in:
 - a) U.S. Government or federal agency securities and repurchase agreement,
 - b) other investment instruments specifically included in the local investment policy, or
 - c) tax exempt obligations.
- K. Other instruments as authorized under Section 53601 and 53634 of the Government Code.
- L. California Asset Management Program (CAMP).
- M. Negotiable Certificates of Deposit, a maximum of 30%.

VII. INVESTMENT TERMS AND CONDITIONS

- A. The following terms and conditions shall apply to the use of repurchase agreements:
 - 1. Securities purchased under the repurchase agreement shall be limited to the securities and qualifications listed above.

2. Securities shall be marked-to-market, and shall be maintained at a value equal to or greater than the cash investment.
 3. The market value of the securities that underlay a repurchase agreement shall be valued at 102%.
 4. All securities under a repurchase agreement shall be held by a third party custodian or safekeeping agent. Transfer of underlying securities to a counterparty bank's customer book entry account may be used for book entry delivery, and a counterparty bank's trust department or safekeeping department may also be used for physical delivery of the underlying security.
 5. The seller of repurchase securities shall not be entitled to substitute securities, except as authorized by the City. New or substitute securities should be reasonably identical to the original securities in terms of maturity, yield, quality and liquidity.
 6. As soon as possible, a master purchase agreement will be executed between the City and all trading partners.
- B. The following terms and conditions shall apply to the use of commercial paper:
1. Maturities shall be limited to two hundred seventy days or less.
 2. Purchase must be of the highest letter and numerical rating as provided for by Moody's or Standard and Poor's or Fitch Financial Services, Inc.
 3. Purchases must be limited to corporations organized and operating within the United States, and as a practical matter generally only those corporations operating within the State of California, having total assets in excess of five hundred million dollars, and having an "A" or higher rating for the issuer's debentures, other than commercial paper (as-provided by Moody's or Standard and Poor's rating services).
 4. Purchase may not represent more than ten percent of the outstanding paper of an issuing corporation.
- C. The following terms and conditions shall apply to the use of negotiable certificates of deposit:
1. Certificates with maturities greater than six months through one year have an **"A"** rating or its equivalent or better as provided for by one of the four following national rating services: Moody's, Standard and Poor's, Fitch's or Keefe's.
 2. Certificates with maturities greater than one year and through four years shall have an **"AA"** or its equivalent, or higher rating from one or more of the four following national rating services: Moody's, Standard and Poor's, Fitch's or Keefe's.

D. The following terms and conditions shall apply to the use of medium term corporate notes:

If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it shall be the Agency's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

- a. If a security is downgraded two grades below the level required by the City, the security shall be sold immediately.
- b. If a security is downgraded one grade below the level required by this policy and matures within 6 months, the security will be held to maturity. The City Treasurer may determine to sell the security if it is determined that there is a probability of default prior to maturity.
- c. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

VIII. PRUDENCE

The standard of prudence to be used by investment officers shall be the "prudent person rule", and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence will be relieved of personal liability for an individual security credit risk or market price changes, provided that deviations from expectations are reported on a timely fashion, and appropriate action is taken to control adverse developments.

IX. INTERNAL CONTROLS

The City Auditor will establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the City. Controls deemed most important include: control of collusion, segregation of duties, separating transaction authority from accounting and recordkeeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies and code of ethical standards.

X. BANKS AND SECURITIES DEALERS

In selecting financial institutions for the deposit or investment of City funds, the Treasurer will consider the credit rating of the institutions. The Treasurer will continue to monitor financial institutions' credit characteristics and financial history throughout the period in which City funds are deposited or invested.

The Treasurer shall approve all financial institutions from whom securities are purchased.

XI. MATURITY

The City will not invest in instruments whose maturities exceed five years at the time of purchase.

It is the intent that investments shall be managed in such a way that any market price losses resulting from interest-rate volatility would be offset by coupon income and current income received from the overall portfolio during a twelve month period.

XII. DIVERSIFICATION

It is the policy of this City to diversify the investment portfolio in order to reduce the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. The following strategies and constraints shall apply:

- A. Portfolio maturities will be staggered in a way that avoids undue concentration of assets in specific maturity sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.
- B. Concern for liquidity shall be insured through practices that include covering the next vendor disbursement date and payroll date through maturing investments or United States Treasury bills.
- C. Risks of market price volatility shall be controlled through maturity and issuer diversification.

XIII. RISK TOLERANCE

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity.

- A. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in high grade securities and by diversification.
- B. Market risk, defined as market value fluctuations due to overall changes in market price and rate, shall be mitigated by eliminating the need to sell securities prior to maturity and avoiding the purchase of long term security for the sole purpose of short term speculation.

XIV. OTHER CONSIDERATIONS

- A. All transactions will be executed on a delivery versus payment basis.
- B. Wire Transfers: Whenever possible pre-formatted wire transfers will be used to transfer funds to pre-authorized accounts.
- C. The City will not enter into reverse repurchase agreements, nor trade in options or future contracts. However, the Investment Advisory Committee will review and make recommendations regarding the future use and application of these instruments.

- D. From time to time a competitive bid process, utilizing a minimum of three financial institutions deemed eligible by the Treasurer, will be used to place investment purchases.

The City shall transact business only with banks, savings and loans, and with brokers/dealers approved by the Investment Advisory Committee.

- E. In the event of an absence or replacement of the City's Investment Officer, the authority to invest in all maturities beyond six months shall be regulated by controls and restraining requirements and documented in written investment procedures.

In order to assist in identifying "qualified financial institutions" the Treasurer will forward copies of the City's Investment Policy to those financial institutions with which the City is interested in doing business and require written receipt of the policy.

- F. Safekeeping and Custody

Securities purchased from brokers/dealers shall be held in a third party custodian account, which the City has established for safekeeping. Said securities are to be held in the name of the City with the trustee executing investment transactions as directed by the appropriate City official.

Collateral for time deposit in savings and loans is to be held by the Federal Home Loan Bank. Collateral for time deposits in banks is to be held in the City's name in the bank trust department or by the Federal Reserve Bank.

- G. Confirmation

Receipts for confirmation of purchase of authorized securities must include trade date, pay value, maturity, rate, price, yield, settlement date, description of securities purchased, agency's name, and third party custodian information.

- H. Preference

Where all other factors are equal, as a final consideration the following preference will be given in order:

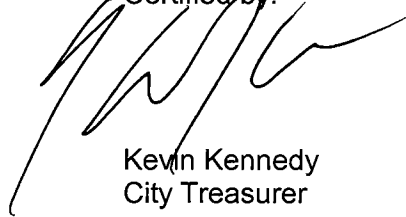
- a. Institutions principally located in the City
- b. Institutions principally located in the County
- c. Institutions principally located in the State
- d. Institutions principally located in the United States

- I. Trust Agreements

The City shall direct the investment activities of trustees. Such direction shall be in keeping with the terms and condition of its trust agreements, applicable law and policies set forth in the Investment Policy. In addition to the acceptable investment instruments listed in Section VI, A thru K, bonds proceeds may be invested in:

- a. Shares in a trust established pursuant to the Government code, Title 1, Division 7 and Chapter 5, investing in securities permitted under Section 53635;
- b. Other investment instruments allowed by State law which comply with requirements imposed by bond insurance and rating agencies.

Certified by:

A handwritten signature in black ink, appearing to read 'Kevin Kennedy', is written over the printed name and title.

Kevin Kennedy
City Treasurer

Attachment

ATTACHMENT A

Matrix of Recommended Segregation of Responsibilities of the Treasury Functions

FUNCTION	RESPONSIBILITIES
1. Authorization of investment transactions: •Format Investment Policy should be: - prepared by - submitted to •Reviewed Investment Transactions approved at the end of each quarter	Treasurer* Governing Body Treasurer
2. Execution of investment transactions:***	Treasurer delegates to Finance Director and Supervising Accountant (Revenues)
3. Timely recording of investment transactions: •Recording of investment transactions in the Treasurer's records •Recording of investment transactions in the accounting records	Supervising Accountant (Revenues) Supervising Accountant (General Ledger)
4. Verification of investment, i.e. match broker confirmation to Treasurer's records	Treasurer or Supervising Accountant (Revenues) *
5. Safeguarding of Assets and Records: •Reconciliation of Treasurer's records to the Accounting records •Reconciliation of Treasurer's records to bank statements and safekeeping records •Review of (a) financial institution's financial condition, (b) safety, liquidity, and potential yields of investment instruments, and (c) reputation and financial conditions of investment Brokers •Treasurer's Vault	Supervising Accountant** (General Ledger) Supervising Accountant** (General Ledger) Treasurer
•Periodic review of collateral should be performed	All transactions, excluding purchases of Certificates of Deposits, are on delivery versus payment basis to a third party. Treasurer
6. Management's periodic review of the investment portfolio as prepared by the Treasurer - key areas which should be reviewed are investment types, purchase price, market values, maturity dates and investment yields as well as conformance to stated investment policy.	Independently assigned reviewing authority.***

- * With input from Finance Director via consultation
- ** This individual may be an Assistant Finance Director or Supervising Accountant
- *** Personnel assigned to this task should have the capabilities commensurate with the responsibilities. This position requires a knowledge of investments and familiarity with the formal Investment Policy.

G:\FINANCE\COUNCIL\2006\010306\INVESTMENTPOLICY.doc

CITY OF ALAMEDA

MEMORANDUM

Date: January 4, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Recommendation to Authorize the City Manager to Execute the Fifth Amendment to the Measure B Funding Agreement and Fourth Amendment to the Measure B Project Implementation Agreement by and between the City of Alameda, the Alameda County Transportation Authority (ACTA), the Port of Oakland and the City of Oakland for the Cross Airport Roadway Project (Ron Cowan Parkway)

BACKGROUND

In May 1996, the City of Alameda entered into a Measure B Funding Agreement with the Alameda County Transportation Authority (ACTA), the Port of Oakland (Port) and the City of Oakland for the Cross Airport Roadway Project (Ron Cowan Parkway). A separate Measure B Implementation Agreement was executed between ACTA and the Port regarding disbursements of funds. Over the years, both Agreements have been revised to update the construction cost estimates and associated agency contributions. The project is essentially complete and ACTA has requested that all agencies approve the latest amendments.

DISCUSSION

The Fifth Amendment to the Measure B Funding Agreement and Fourth Amendment to the Measure B Project Implementation Agreement increases the estimated construction cost for the project from \$114,748,152 to \$121,248,152. This additional \$6.5 million will be funded by ACTA (\$2,900,202) and the Port (\$3,599,798). Further, this amendment obligates the Port to provide any additional funds necessary to complete the project. The City of Alameda, therefore, will not be contributing any additional monies for the construction of this improvement. A copy of the Fifth Amendment to the Measure B Funding Agreement and Fourth Amendment to the Measure B Project Implementation Agreement is on file in the City Clerk's Office.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The approval of the proposed amendments does not require the City to contribute any additional funds to the project. The City's \$8,835,000 obligation for our share of the project cost has been paid to ACTA.

Report 4-D
1-17-06

Honorable Mayor and
Councilmembers

January 4, 2006
Page 2

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action will not affect the Municipal Code.

RECOMMENDATION

Authorize the City Manager to execute the Fifth Amendment to the Measure B Funding Agreement and Fourth Amendment to the Measure B Project Implementation Agreement by and between the City of Alameda, the Alameda County Transportation Authority (ACTA), the Port of Oakland and the City of Oakland for the Cross Airport Roadway Project (Ron Cowan Parkway).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Naclerio', is written over a horizontal line.

Matthew T. Naclerio
Public Works Director

MTN:gc

Cc: Measure B Watchdog Committee

G:\pubworks\pwadmin\COUNCIL\2006\011706\crossairportroadway.doc

City of Alameda

Inter-office Memorandum

January 4, 2006

To: The Honorable Mayor and
Members of the City Council

From: Debra Kurita
City Manager

Subject: Recommendation to Accept and Authorization to Record a Notice of Completion
for the Bayport Stormwater Pump Station System Improvements

Background

Catellus Development Corporation was selected as the Master Developer for the approved East Housing/Fleet Industrial Supply Center ("FISC") mixed-use development in 2000. Pursuant to the Disposition and Development Agreement, Development Agreement, Joint Implementation Agreement, and Construction Reimbursement Agreement by and between the Master Developer, City and CIC for the Bayport Project, Catellus Construction Company ("CCC") serves as the General Contractor for the demolition and construction of major backbone infrastructure improvements.

The major scope of work for the Stormwater Pump Station improvement project included major excavation and shoring for the construction of a large reinforced poured-in-place below grade concrete structure, stainless steel flap gates, stormwater pipeline connections, four large capacity electric pumps, a sump pump, trash rack, above and below grade electrical distribution system and panels, an emergency diesel generator, fuel storage tank and building, security fencing, overhead lighting and driveway access. The Public Works Department approved plans and specifications for the construction of the Stormwater Pump Station on July 20, 2004.

Discussion

The original engineer's estimate for the stormwater pump station improvement was \$2,577,000 for both equipment and construction. The total final project cost is \$2,550,501, which is \$26,499.00 lower than the original engineer's estimate.

Work related to the improvements was performed in accordance with the approved Master Plan; Master Grading, Demolition and Improvement Plans; Site-wide Landscape Improvement Plans; Site Management and Air Monitoring Plan; Demolition Plan; Traffic Management Plan; Storm Water Pollution Prevention Plan; Health and Safety Plan; Construction Debris Management Plan; Utility Abandonment Plan; Marsh Crust Ordinance and AP&T plans and specifications.

Report 4-E

1-17-06

The project obtained substantial completion on December 14, 2005 in accordance with the approved Plans and Specifications and is acceptable to the Public Works Department.

As the CIC's General Contractor, CCC has requested final payment of the amount of funding held in retention. Pursuant to the Construction Reimbursement Agreement with Catellus, Harris & Associates, acting as the City Engineer and Director for the Project, approved final completion of the improvements on December 15, 2005, and is making the recommendation that the City Council formally accept the completed improvements as substantially complete in order to release the contractor's retention and establish the beginning of the period for the two year warranty bond which the contractor has provided.

Budget Consideration/Financial Impact

The total development cost for design and construction of the improvements are included in the Catellus / Bayport Project Budget approved by the CIC and City Council in April 2005 and have been funded with CIC project revenues generated from the Catellus / Bayport Project. Maintenance of the stormwater pump station will be financed through the "Supplemental Community Facilities District Special Tax" established for the Bayport residential project.

Municipal Code/Policy Document Cross Reference

The Project Plans and Specifications have been prepared and implemented in accordance with the Alameda Municipal Code.

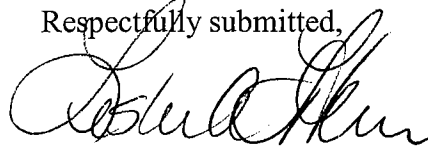
Environmental Review

Work related to the improvements is part of a total project mitigation to treat stormwater before flowing into the Oakland/Alameda Estuary and was performed in accordance with the approved Master Plan; Master Grading, Demolition and Improvement Plans; Site-wide Landscape Improvement Plans. No additional CEQA review is required.

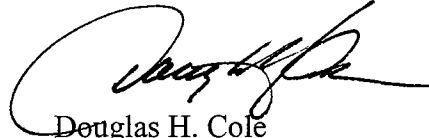
Recommendation

Accept the Stormwater Pump Station System Improvements and direct the City Clerk to file a Notice of Completion for the Improvements.

Respectfully submitted,



Leslie A. Little
Development Services Director



Douglas H. Cole
Redevelopment Manager

DC: dc

On File with the City Clerk's Office:
Certification Documentation

Dedicated to Excellence, Committed to Service

City of Alameda

Memorandum

To: The Honorable Mayor
And Members of the City Council

From: Debra Kurita
City Manager

Date: January 4, 2006

Re: Authorizing Execution of a Lead-Based Paint (LBP) Hazard Reduction Grant Agreement with Alameda County Lead Poisoning Prevention Program

Background

The City is a member of the Alameda County Lead Poisoning Prevention Program (ACLPPP). The program has received a Housing and Urban Development (HUD) grant for lead-based paint abatement and has developed a program to pass those funds through to participating cities.

Discussion/Analysis

The Lead Hazard Reduction Grant Funds will augment existing Community Development Block Grant financing for Housing and Rental Rehabilitation projects with lead-based paint hazards. All units assisted under the program must be occupied by low income families who meet income eligibility according to HOME requirements and by having children under six years old living or spending a significant amount of time visiting the property. Rental property owners must give priority to rent to families with children under six years of age for at least three years in the units rehabilitated by the funds. The proposed Agreement (attached) is similar to previous agreements between the City and the ACLPPP and has been approved by the County Counsel and is scheduled to go before the County Board of Supervisors for approval on February 28, 2006.

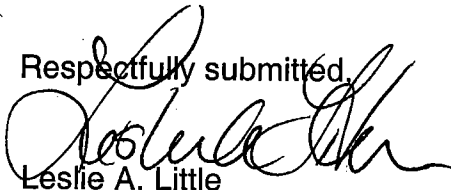
Fiscal Impact

The Agreement will provide an initial grant for direct lead hazard control of \$125,000; twenty-five units will be abated at an average cost of \$5,000 per unit. Approximately \$33,000 in additional funds will be provided from the grant for Risk Assessments/Paint Inspections and Clearance Inspections for City-contracted evaluation services. Based on performance of other communities, additional Grant funds may be offered to the City after June 30, 2007.

Recommendation

Authorize the execution of the proposed Lead-Based Paint Hazard Reduction Agreement with the Alameda County Lead Poisoning Prevention Program and authorize execution of Grant amendments with substantially similar terms for additional funds, which may become available in the future.

Respectfully submitted,

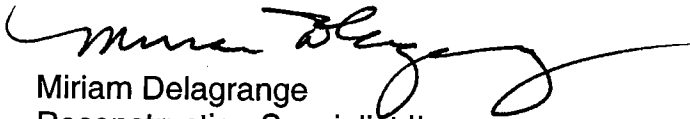


Leslie A. Little

Development Services Director



By: Dorene Soto
Business Development Manager



Miriam Delagrange
Reconstruction Specialist II

MD:DS:sb

Attachment

cc: Alameda County Lead Poisoning Prevention Program

G:\REHAB\LEAD\06-08 GRANT\CCRPT1.DOC
F: Rehab\Lead \grants
F: Lead Abatement Service Area/Grants

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of March 1, 2006, is by and between the County of Alameda, hereinafter referred to as the "County", and the City of Alameda, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Lead Hazard Control services which are more fully described in Exhibit A hereto ("Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Lead Hazard Control Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Scope of Work
Exhibit A-2	Grant Requirements
Exhibit A-3	Eligibility of HUD-Assisted Housing under FY 2005 Lead-Based Paint Hazard Control NOFA
Exhibit B	Payment Terms

The term of this Agreement shall be from March 1, 2006 through December 31, 2008

The compensation payable to Contractor hereunder shall not exceed One hundred and fifty seven thousand, nine hundred and twelve dollars (\$157,912) for the term of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: President of the Board of Supervisors

Title: _____

Date: _____

By: BW
County Counsel Signature

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or

death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following

information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
- 7. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
- 8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
- 9. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection.

The County's rights under this Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

10. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County, will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 11 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder

11. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified

mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Alameda County Lead Poisoning Prevention Program
2000 Embarcadero #300, Oakland, CA 94606
Attn.: Dale Hagen

To Contractor: City of Alameda
Development Services Department
950 West Mall Square 2nd Floor
Alameda, CA 94501-7552
Attn: Miriam Delagrange

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
13. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
14. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
15. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this

Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

16. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
17. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
18. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Lead Hazard Control Services shall not exceed \$157,912 in payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
19. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
20. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other

breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

21. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
22. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
23. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
24. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
25. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
26. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

- c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
27. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.
28. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
29. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
 - b. If Contractor is obligated to defend County pursuant to this Section 31 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - d. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
30. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

- A1. Comply with requirements of HUD Notice of Funding Availability, Lead Hazard Control Grant Program (Federal Register / Vol. 70, No. 53 / Monday, March 21, 2005 / Notices)
- A2. Comply with OMB Circulars A-87, A-133, and A-102, which are incorporated at 24 CFR Part 85.


County Counsel Signature:  Date: _____

EXHIBIT A
DEFINITION OF SERVICES

1. Contractor shall provide Lead Hazard Control Services in accordance with the "Scope of Work" and "Grant Requirements" attached hereto as Exhibits A-1 and A-2, respectively.
 - a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence.
 - b. County and Contractor agree that the Additional Provisions shall take precedence over inconsistent or conflicting provisions contained in the above-referenced exhibits.
2. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1
SCOPE OF WORK

1. **SUMMARY:** This Community Development Partnership has been developed in accordance with the mission of the Alameda County Lead Poisoning Prevention Program (ACLPPP) and the goals of the U.S. Department of Housing and Urban Development's (HUD) Lead-Based Paint Hazard Control Grant Program which will fund this contract. The ACLPPP is seeking through this contract to significantly expand the number of housing units in which lead hazards are identified and remediated by expanding the capacity of the City of Alameda (the Contractor) to address lead hazards as part of its existing housing and community development program. This will in turn maximize the number of children in the County Service Area (CSA) who are protected from lead exposure. The ACLPPP will provide inspection services, technical assistance and funds for eligible lead hazard control activities for the City of Alameda's housing rehabilitation program. In return, the Contractor will select eligible housing units for inspection and will manage projects to remediate lead hazards identified in those units.

The Contractor will identify at least 25 eligible housing units and carry out rehabilitation and lead hazard control in those units in compliance with grant requirements.

Projects selected under this contract must meet the Grant Requirements in accordance with the Additional Provisions and the attached Exhibit A-2, including meeting the definition of target housing and resident income requirements. Owner-occupied housing units must meet the requirements for children under six years old living in or spending a significant amount of time visiting the property. For three years following the completion and clearance of each unit assisted under this contract, rental property owners must maintain the availability of the assisted units to low-income families, market these assisted units as suitable for low-income families, and give priority in renting to families with children under the age of six.

2. **SERVICES:** The Contractor will provide the following services in accordance with grant requirements:
- a. Identify and perform Lead Hazard Control in at least 25 eligible housing units.
 - b. Perform Lead Evaluations of housing units to receive lead hazard control services under this contract.
 - c. Provide Matching and Leveraged Funds of at least \$155,000 in in-kind contribution of CDBG funds, staff, and other resources for rehabilitation and lead hazard control
3. **LEAD HAZARD CONTROL:** Complete the following activities:
- a. Identify, recruit, and document eligibility of at least 25 housing units meeting occupancy and property eligibility requirements.
 - b. Complete Environmental Review process prior to commitment of funds for lead hazard control or start of work.
 - c. Provide contact information for families in units to receive lead hazard control services under this contract to the ACLPPP for health education and promotion of blood lead screening for families with children under six residing in, or spending a significant amount of time in these units.
 - d. Incorporate lead hazard control into a detailed scope of work that includes occupant protection from lead hazards during lead hazard control and rehabilitation.

- e. Secure rental property owners commitment in writing to comply with three year requirements for continued availability and marketing of vacant units to low-income families and priority in renting to families with children under the age of six. Notify owners that properties will be listed in the ACLPPP Lead-Safe Registry.
- f. Submit required documents and receive project approval prior to start of work.
- g. Provide construction management, including management of lead hazard remediation, with assistance from ACLPPP staff.
- h. Provide the owner with operations and maintenance information in order to guide continued lead-safe operations and maintenance of assisted units. Operations and maintenance package shall include a summary of lead hazard control treatments, include or reference the risk assessment/paint inspection report, include information about lead-safe maintenance practices, and provide recommendations for on-going monitoring.
- i. Submit invoices with appropriate back-up documentation in a timely manner.

4. LEAD EVALUATIONS

- a. Risk Assessment/Paint Inspections: The Contractor will provide directly or through qualified subcontractors a combination Risk Assessment/Paint Inspection meeting ACLPPP, State of California Department of Health Services, and U.S. Department of Housing and Urban Development requirements to adequately characterize paint, soil, and dust lead hazards and location of lead-based paint in units to receive lead hazard control services under this contract.
- b. Clearance Inspections: The Contractor will provide directly or through qualified subcontractors a Clearance Inspection meeting ACLPPP, State of California Department of Health Services, and U.S. Department of Housing and Urban Development requirements to confirm that all identified lead hazards have been addressed and that no dust lead hazards remain or were created in the course of the work. If rehabilitation work that might disturb dust or painted surfaces is carried out after clearance is performed for lead hazard control work an additional Clearance Inspection shall be performed at the conclusion of the rehabilitation work.
- c. Copies of all lead evaluations will be provided to the ACLPPP.

5. MATCHING AND LEVERAGED FUNDS: The Contractor shall provide matching and leveraged funds of at least \$155,000 in in-kind contribution of CDBG funds, staff, and other resources for lead hazard control and related rehabilitation expense of assisted housing units.

6. PROJECT AND TECHNICAL ASSISTANCE: The ACLPPP shall provide the following project and technical assistance:

- a. Lead Evaluations: The ACLPPP or an ACLPPP subcontractor shall perform or reimburse the Contractor for lead evaluations as follows:
 - i. Risk Assessment/Paint Inspections in up to 38 units of eligible housing which have been selected by the Contractor. Risk Assessment/Paint Inspections will be completed within four weeks of receipt of a complete referral from the Contractor. The Risk Assessment/Paint Inspection will meet ACLPPP, State of California Department of Health Services, and U.S. Department of Housing and Urban Development requirements to adequately characterize paint, soil, and dust lead hazards and location of lead-based paint assisted housing units. The results of these inspections will be provided to the Contractor to form the basis for the determination of the scope of work for the lead hazard control portion of the project.

- ii. Clearance Inspections: Up to two Clearance Inspections per unit except when interim clearance is required due to temporary relocation when up to four Clearance Inspections per unit may be performed. Clearance Inspections will meet ACLPPP, State of California Department of Health Services, and U.S. Department of Housing and Urban Development requirements to confirm that all identified lead hazards have been addressed and that no dust lead hazards remain or were created in the course of the work.
- b. Health Education and Promotion of Blood Lead Screening: The ACLPPP will provide health education, promote blood lead screening, and document consent or refusal for pre-lead hazard control blood lead screening for children under six.
- c. Temporary Relocation: The ACLPPP will provide limited assistance with temporary relocation required for lead hazard control purposes and will coordinate with families and service providers for lodging and moving to accommodate lead hazard control work. Temporary relocation assistance will only be available where necessary for lead hazard control work. Total costs for all units under this contract for direct temporary relocation for lodging, pet boarding, moving, occupant per diems and related expenses shall not exceed \$10,000. These costs will be paid directly by the ACLPPP to the vendor and are not a part of this contract. The amount established for total temporary relocation costs may be modified by the ACLPPP Director or designee.

7. REPORTING RELATIONS

- a. Relationships: The ACLPPP Director or designee will serve as the contact person for day-to-day communication and direction of the work under this contract. The City Manager of the City of Alameda or designee will serve as the contact person for day-to-day communication under this contract.
- b. Reports: The Contractor shall provide information in a format as defined by the ACLPPP. The ACLPPP will provide the Contractor with regular status reports on lead evaluation referrals.

EXHIBIT A-2
GRANT REQUIREMENTS

1. The Contractor shall comply with the Additional Provisions and the following Grant Requirements.
2. NOFA: The Contractor shall comply with the requirements of the HUD Notice of Funding Availability, Lead Hazard Control Grant Program (Federal Register / Vol. 70, No. 53 / Monday, March 21, 2005 / Notices)
3. Environmental Review: The Contractor shall complete HUD-required environmental review prior to the commitment of any funds and shall provide a copy of the environmental review documentation to the ACLPPP prior to the start of construction.
4. Occupancy Requirements: All projects must comply with the following:
 - a. Income eligibility: Shall be evaluated according to HOME Part 5 requirements with third-party documentation such as copies of bank statements, pay stubs, and etc.
 - b. For rental properties:
 - i. At least 50 percent of the units must be occupied by or made available to families with incomes at or below 50 percent of the area median income level; and
 - ii. The remaining units shall be occupied by or made available to families with incomes at or below 80 percent of the area median income level; and
 - iii. In buildings with five or more units, 20 percent of the units may be occupied by families with incomes over 80 percent of the area median income level; and
 - iv. Vacant units shall be made available to and marketed to low-income families and the owner shall give priority in renting units to families with children under six for at least three years from the date the project achieves clearance.
 - v. The three year availability, marketing, and priority requirements must be included in an agreement signed by the property owner.
 - vi. The owner will notify the ACLPPP of vacancies for listing in the Lead-Safe Registry for at least three years.
 - c. For owner-occupied housing:
 - i. Property must be the owner occupant's principal residence; and
 - ii. The family's income must not exceed 80 percent of median area income; and
 - iii. Not less than 90% of the units shall be occupied by a child under the age of six years, or shall be units where a child under the age of six spends a significant amount of time. A significant amount of time is the equivalent of two or more visits per week of at least three hours each visit that occur on a regular basis (at least 60 hours per year). Documentation of parent certification of children spending a significant amount of time in the home will be required.
5. Property Eligibility: The assisted unit must comply with the following requirements:
 - a. All properties must be privately owned.

- b. All properties must be pre-1978 residential properties assessed the County Service Area lead-abatement property-related fee.
- c. All units must be suitable for habitation by families. All units must have at least one separate bedroom with a closable door. Single resident occupancy (SRO) hotels or studios are not eligible units.
- d. For HUD assisted housing, the Contractor shall verify eligibility according to Exhibit A-3 Eligibility of HUD-Assisted Housing under FY 2005 Lead-Based Paint Hazard Control NOFA

6. Lead Hazard Control

- a. Lead-Based Paint definitions: Lead-Based Paint will be defined as any paint, varnish, shellac or other coating on surfaces with lead in excess of 1.0 mg/cm² as measured by XRF detector or laboratory analysis or 0.5% by weight (5,000 parts per million, 5,000 µg/g or 5,000 mg/kg) by laboratory analysis. Specific lead hazards in individual units will be determined from Risk Assessment/Paint Inspection reports.
- b. Treatment of Lead Hazards: All identified lead hazards must be addressed. Interim controls shall be the primary treatment method. Permanent abatement shall only be used when interim controls are not feasible due to substrate condition or when permanent abatement is a more cost-effective lead hazard control treatment.
- c. Clearance: All lead hazard control work must be completed and all units must meet the dust-wipe clearance standards prior to payment by the ACLPPP and no later than October 31, 2008. Clearance dust levels shall be as established by State and Federal regulations.
- d. Blood Lead Screening: Prior to the start of any construction or lead hazard control work, blood-lead testing must be performed on all children under the age of six residing in the home. This requirement may also be satisfied by documenting parent or guardian refusal of blood-lead testing. The Contractor shall provide information about children under the age of six in the home and contact information for the head of household. The ACLPPP shall provide health education and promote blood lead screening.
- e. Lead-Safe Work Practices and Occupancy Protection: The project design, work practices, and technical specifications shall use lead safe work practices and comply with Title X Section 1012/1013 requirements and Title 17 of the California Code of Regulations. The scope of work and construction schedule shall be provided to the ACLPPP prior to the start of work.
- f. Workforce Qualifications:
 - i. Abatement work designed to last less than 20 years (also referred to as interim controls) shall be performed by workers trained in lead-safe work practices. Acceptable training includes documented successful completion of a HUD-approved one-day lead-safe work practices class, or a California Department of Health Services (DHS) accredited Lead-Related Construction Work course or a DHS accredited Lead-Related Construction Supervision course.
 - ii. Abatement work designed to last 20 years or more (also referred to as permanent abatement) shall be performed by DHS Certified Lead Workers under the supervision of a DHS Certified Lead-Related Construction Supervisor.
- g. Occupant Protection: When lead hazard control work exceeds de minimis standards in any room or area, occupants shall not be allowed to re-enter that room or area until it has passed clearance inspection. All units shall pass clearance upon completion of the work. Occupants shall not be allowed in the work area until clearance has been achieved. Occupant protection from lead hazards shall be included in the scope of work and specifications.

7. Record-keeping, Reports and Partnership Monitoring: The Contractor shall have written procedures for activities carried out under this contract, maintain documentation of compliance with requirements, provide regular reporting on production and project status, and cooperate with ACLPPP and HUD monitoring.

Exhibit A-3

Eligibility of HUD-Assisted Housing under FY 2005 Lead-Based Paint Hazard Control NOFA

Program	Eligible?	Program	Eligible?
Housing Components of Community Planning & Development Programs		Housing in Military Impacted Areas (Section 238)	Yes
Community Development Block Grants (Entitlement)	Yes	Single Family Home Mortgage Coinsurance (Section 244)	Yes
Community Development Block Grants (Non-Entitlement) for States and Small Cities	Yes	Graduated Payment Mortgages (Section 245)	Yes
Community Development Block Grants (Section 108 Loan Guarantee)	Yes	Adjustable Rate Mortgages (ARMs) (Section 251)	Yes
Special Purpose Grants	Yes	Manufactured Homes (Title I)	Yes
The HOME Program: Home Investment Partnerships	Yes	Housing - Multifamily Programs	
HOPE for Homeownership of Single Family Homes	Yes	Rent Supplements (Section 101)	No
Shelter Plus Care - Sponsor-based Rental Assistance	No	Multifamily Rental Housing (Section 207)	Yes
Shelter Plus Care - Tenant-based Rental Assistance	Yes	Cooperative Housing (Section 213)	Yes
Shelter Plus Care - Project-based Rental Assistance	No	Mortgage and Major Home Improvement Loan Insurance for Urban Renewal Areas (Section 220)	Yes
Shelter Plus Care - SRO Rental Assistance	No	Multifamily Rental Housing for Moderate-Income Families - Section 221(d)(3)	No
Single Family Property Disposition Homeless Initiative	No	Multifamily Rental Housing for Moderate-Income Families - Section 221(d)(4)	Yes
Emergency Shelter Grants	Yes	Existing Multifamily Rental Housing (Section 223(f))	Yes
Housing Opportunities for Persons With AIDS (HOPWA)	Yes	Supplemental Loans for Multifamily Projects (Section 241)	Yes
Surplus Properties (Title V)	No	Supportive Housing for Persons with Disabilities (Section 811)	No
Supportive Housing Demonstration Program Transitional Housing Component	Yes	HOPE 2: Homeownership of Multifamily Units (Title IV)	No
Supportive Housing Demonstration Program Permanent Housing Component	Yes	Low-Income Housing Preservation and Resident Homeownership (Title VI)	No
Supplemental Assistance for Facilities to Assist the Homeless (SAFAH)	Yes	Emergency Low-Income Housing Preservation (Title II)	No

Supportive Housing Program	Yes	Flexible Subsidy (Section 201)	No
Section 8 SRO Mod Rehab for Homeless Individuals	No	Public and Indian Housing	
Innovative Demonstration Program	Yes	Section 8 Project-Based Certificate Program	No
Housing - Single Family Programs		Section 8 Tenant Based Certificate and Voucher Program	Yes
One- to Four-Family Home Mortgage Insurance (Section 203(b) and (i))	Yes	Section 8 Moderate Rehabilitation Program	No
Rehabilitation Mortgage Insurance (Section 203(k))	Yes	Public Housing Development	No
Homeownership Assistance for Low- and Moderate-Income Families (Section 221(d)(2))	No	Public Housing Operating Subsidy	No
Homes for Service Member (Section 222)	Yes	Public Housing Modernization (Comprehensive Grant Program)	No
Housing in Declining Neighborhoods (Section 223(e))	Yes	Public Housing Modernization (Comprehensive Improvement Assistance Program)	No
Condominium Housing (Section 234)	Yes		

EXHIBIT B
PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of complete invoice and required documentation.
 - a. **LEAD HAZARD CONTROL FUNDS:**
 - i. The ACLPPP will provide to the Contractor funds not to exceed \$125,000 for direct lead hazard control costs associated with the rehabilitation of at least 25 housing units. The funds may be used to provide grants or loans. The Contractor will provide matching and leveraged funds, in-kind staffing, and other resources totaling at least \$155,000 to address lead hazards and/or other substandard housing conditions in these units. Each project shall have at least 100% matching and leveraged funds provided and not exceed \$7,500 per unit in ACLPPP funds. Lower match and leveraged funds levels or higher ACLPPP funds per unit may be used upon written approval of the ACLPPP Program Director or designee. The maximum final average amount of ACLPPP funds for completed units shall be \$5,000.
 - ii. Eligible direct lead hazard control costs include payments to contractors for lead hazard control work. Administrative and project management costs are not eligible for funding under this contract.
 - iii. Program Income: The repayments of loans made under this contract from the borrower to the Contractor shall be deemed Program Income to the Contractor. Program Income may be retained by the Contractor and may only be used for lead hazard control projects that qualify under the terms and requirements of this Contract.
 - iv. The ACLPPP shall pay the Contractor upon submission of invoices billed on a per project basis. Payment is subject to verification that project requirements have been met. The invoice shall include a copy of the construction contract, financial breakdowns of sources and uses, and proof of clearance. These invoices shall be completed in a form as prescribed by the ACLPPP.
 - b. **LEAD EVALUATIONS:**
 - i. **LEAD EVALUATIONS:** The ACLPPP will provide or reimburse the Contractor for Combination Lead Risk Assessment/Paint Inspections in up to 38 units of housing in the City of Alameda which have been selected by the Contractor to receive lead hazard control services under this contract. In addition, the ACLPPP will provide or reimburse the Contractor for Clearance Inspections as described below. These lead evaluations may be performed by the ACLPPP or the ACLPPP's qualified subcontractor or may be subcontracted by the Contractor as described below.
 - ii. **LEAD EVALUATIONS BY THE ACLPPP:** The ACLPPP or it's qualified subcontractor shall perform lead evaluations for units assisted under this contract upon written referral from the Contractor and shall provide lead evaluation reports to the Contractor.
 - iii. **LEAD EVALUATIONS BY THE CONTRACTOR:** The Contractor may choose to independently obtain lead evaluations for eligible projects and the ACLPPP shall

reimburse the Contractor for actual direct cost of the lead evaluations subject to the following limitations:

1. Combination Risk Assessment/Paint Inspections: The ACLPPP shall reimburse to the Contractor funds not to exceed \$20,862 for the direct cost of up to 38 combination Risk Assessment/Paint Inspections for eligible units. The average cost of Risk Assessment/Paint Inspections shall not exceed \$549 per housing unit and the maximum amount for any one unit shall not exceed \$650.
2. Clearance Inspections: The ACLPPP shall reimburse to the Contractor funds not to exceed \$12,050. for the direct cost of Clearance Inspections. The average cost of Clearance Inspections shall not exceed \$241 per housing unit. No more than two Clearance Inspections shall be reimbursed for any one unit, except when interim clearance is required due to temporary relocation when up to four Clearance Inspections shall be reimbursed for any one unit.
2. MATCHING AND LEVERAGED FUNDS: The Contractor shall provide matching and leveraged funds of not less than \$155,000 integrated with the lead hazard control project and documented with traceable sources in the form of funds for direct lead hazard control, leveraged housing rehabilitation costs, or in-kind staffing or other resources.
3. CONTRACT PERIOD shall be March 1, 2006 through December 31, 2008.
 - a. Funds will be reserved for this contract through July 31, 2007. For the remainder of the term of the contract funds may be available on project-by-project basis.
 - b. All services including clearance of assisted units shall be completed by October 31, 2008.
 - c. Project closeout and invoices shall be completed by December 31, 2008.
4. Budget Summary:

FUNDING SOURCE	AMOUNT	SERVICE DESCRIPTION
a. ACLPPP	\$125,000	Direct Lead Hazard Control
b. ACLPPP	\$20,862	Risk Assessment/Paint Inspections
c. ACLPPP	\$12,050	Clearance Inspections
d. CONTRACTOR	\$155,000	Direct lead hazard control, leveraged housing rehabilitation costs, or in-kind staffing or other resources
5. INVOICES: Invoices will be approved by the Director, ACLPPP
6. Total payment under the terms of this Agreement will not exceed the total amount of \$157,912 . This cost includes all taxes and all other charges.

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and Councilmembers

From: Debra Kurita
City Manager

Date: January 4, 2006

Re: Resolution Approving the Application for California Cultural and Historical Endowment (CCHE) Grant Funds under the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002

BACKGROUND

The California Cultural and Historical Endowment (CCHE) provides grant funds annually as part of the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002. The restoration of the Alameda Theater project is eligible for submission, as these grant funds could be applied to the rehabilitation aspect of the project if a successful application is submitted.

DISCUSSION

A grant application for funding must be filed by January 31 and accompanied by an authorizing Resolution. The maximum amount of funding that could be received is three million dollars. This funding cycle is the second of three and will be allocating 43 million dollars throughout California for winning applicants. The process is extremely competitive.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The application for the grant funds does not impact the General Fund. The maximum award amount is up to three million dollars.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

- *Alameda Downtown Vision Plan, 2000, Action B-1: Restore the Alameda Theater*
- *Economic Development Strategic Plan, 2000, Strategy 4.*

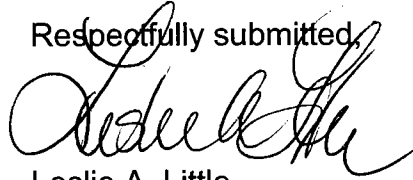
RECOMMENDATION

Adopt a Resolution Approving the Application for California Cultural and Historical Endowment (CCHE) Grant Funds under the California Clean Water, Clean Air, Safe

Re: Reso 4-G
1-17-06

Neighborhood Parks and Coastal Protection Act of 2002.

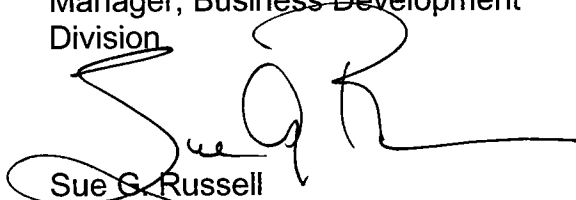
Respectfully submitted,



Leslie A. Little
Development Services Director



By: Dorene E. Soto
Manager, Business Development
Division



Sue G. Russell
Development Coordinator

DK/LAL/DES/SGR:rv

CITY OF ALAMEDA RESOLUTION NO. _____

APPROVING THE APPLICATION FOR CALIFORNIA CULTURAL AND HISTORICAL ENDOWMENT (CCHE) GRANT FUNDS UNDER THE CALIFORNIA CLEAN WATER, CLEAN AIR, SAFE NEIGHBORHOOD PARKS AND COASTAL PROTECTION ACT OF 2002 (PROP 40)

WHEREAS, the people of the State of California have enacted the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, which provides funds to the State of California for the California Cultural and Historical Endowment (CCHE) Grant Program; and

WHEREAS, the CCHE has been delegated the responsibility for the administration of the grant program, setting up necessary procedures; and

WHEREAS, these procedures require grant applicants certify by Resolution the approval of an application before its submission to the CCHE; and

WHEREAS, if the grant applicant is awarded a grant, the grant applicant will enter into an Agreement with the CCHE for the project.

NOW, THEREFORE, BE IT RESOLVED that the City of Alameda:

1. Approves the filing of a CCHE Grant Application for the Rehabilitation of the Alameda Theater to be funded from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal; Protection Act of 2002;
2. Certifies that it has or will have sufficient funds to operate and maintain the project, and where applicable, to complete the project; and
3. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests, etc. which may be necessary for the completion of the project.

* * * * *

Resolution # 4-G CC
1-17-06

Approved as to Form
CITY ATTORNEY

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2006, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2006.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA RESOLUTION NO. _____

APPOINTING MICHAEL B. COOPER AS A MEMBER OF THE
CITY RECREATION AND PARK COMMISSION

BE IT RESOLVED by the Council of the City of Alameda that pursuant to Section 2-7.1 of the Alameda Municipal Code, and upon nomination of the Mayor, MICHAEL B. COOPER is hereby appointed to the office of member of the Recreation and Park Commission of the City of Alameda commencing January 17, 2006 and expiring on September 30, 2009, and to serve until his successor is appointed and is qualified.

* * * * *

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in regular meeting assembled on the _____ day of _____, 2006 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this _____ day of _____, 2006.

Lara Weisiger, City Clerk
City of Alameda

Resolutions # 5-A
1-17-06

Approved as to Form
CITY ATTORNEY

CITY OF ALAMEDA RESOLUTION NO. _____

APPOINTING DORA J. DOME AS A MEMBER OF THE
CITY SOCIAL SERVICE HUMAN RELATIONS BOARD

BE IT RESOLVED by the Council of the City of Alameda that pursuant to the provisions of Article X of the Charter of the City of Alameda, and upon nomination by the Mayor, DORA J. DOME is hereby appointed to the office of member of the Social Service Human Relations Board of the City of Alameda for the term commencing January 17, 2006 and expiring on June 30, 2007 and to serve until her successor is appointed and qualified.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in adjourned regular meeting assembled on the ____ day of _____, 2006, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this ____ day of _____, 2006.

Lara Weisiger, City Clerk
City of Alameda

Approved as to Form
CITY ATTORNEY

CITY OF ALAMEDA RESOLUTION NO.

**COMMENDING ALAMEDA POLICE DEPARTMENT LIEUTENANT
ROBERT CRANFORD
FOR HIS CONTRIBUTIONS TO THE CITY OF ALAMEDA**

THE COUNCIL OF THE CITY OF ALAMEDA records its appreciation for the years of service faithfully rendered by LIEUTENANT ROBERT CRANFORD for the City of Alameda; and

WHEREAS, ROBERT CRANFORD's career with the Alameda Police Department spanned from September 16, 1977 until January 2, 2006 and included the following assignments: Patrol Division Officer, Field Training Officer, Field Training Officer Program Sergeant, Hostage Negotiations Team Member, Hostage Negotiations Team Supervisor, Youth Services Investigator, Youth Services Sergeant, Inspectional Services Sergeant, Patrol Division Sergeant, Patrol Division Watch Commander, Investigations Commander; and

WHEREAS, ROBERT CRANFORD has made significant contributions to the City of Alameda, among those being:

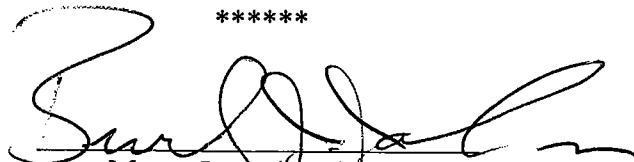
- Development of the Police Department's Role as a member of the Alameda Disaster Council
- Instrumental in the development of the Police Department's Hostage Negotiations Team
- Providing a bridge to community groups such as, Alamedans Together Against Hate, and the Alameda Point Collaborative for Youth, Children, and Families; and

WHEREAS, ROBERT CRANFORD was promoted to Sergeant on June 1, 1987, and to Lieutenant on January 2, 2002; and

WHEREAS, ROBERT CRANFORD and his wife Robin have two children, Allison and John, and Bob plans on enjoying his retirement life spending more time with his family doing volunteer work in his home community of San Ramon. In addition to doing volunteer work, Bob will do some traveling with his wife Robin and enjoy the life of rest and relaxation; and

WHEREAS, on January 2, 2006, ROBERT CRANFORD officially retired from his position as Lieutenant for the City of Alameda's Police Department.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Alameda does hereby congratulate LIEUTENANT ROBERT CRANFORD for his outstanding achievement in his service to the City of Alameda and to the profession of law enforcement.


Mayor Beverly Johnson

Vice Mayor Marie Gilmore

Councilmember Tony Daysog



Councilmember Doug deHaan

Councilmember Frank Matarrese

**Reso 5-B
1-17-06**

City of Alameda

Interoffice Memorandum

January 4, 2005

To: The Honorable Mayor and
Members of the City Council

From: Debra Kurita
City Manager

Re: Recommendation to Accept and to Adopt Plans and Specifications and Authorize
Call for Bids for Bayport Alameda Community Building and Park Project

Background

The new Bayport neighborhood is the first new development to be built on the former U.S. Navy East Housing and Fleet Industrial Supply Center ("FISC") property acquired by the City in 2000. The Bayport residential project includes 437 market-rate single-family homes, 58 below market duet townhouses and 91 units of low and very low-income affordable rental housing. In addition, a new 7-acre, K-8 School and 4-acre community park will complement the Bayport neighborhood.

The new school and park are being developed by the Alameda Unified School District ("AUSD") and the City of Alameda's Recreation and Parks Department ("ARPD") under a Joint Use Agreement that was executed in January 2005. The Agreement identifies each party's respective rights, duties and obligations regarding construction, and the use and maintenance of various improvements to be constructed on the 7-acres of land owned by AUSD and 4-acres of land owned by the City. Under the Agreement, the City is responsible for constructing the Park and community building, which is located on school property. Park improvements include off-street parking, restroom facilities, lighting, a youth play area, ball fields and picnic areas. The community building will include a multi-purpose room, kitchen, restrooms and storage. The community building will be used to support ARPD programs and will also be available to the community for eligible rental activities.

Discussion

Construction of the school is underway. The design of the adjoining park and community building is complete and has been approved by the City's Recreation and Parks Commission with input from its Field Advisory Committee. The construction documents for the park project, which are currently at 95 percent completion, have been submitted to both the City and the Office of the State Architect for final review and comment and are on file with the City Clerk's Office. These bid documents are expected to be completed this month and construction is expected to begin in late March 2006. The target for the opening of both the school and park is scheduled for Fall 2006.

Budget Consideration/Financial Impact

**Report 5-C
1-17-06**

Budget Consideration/Financial Impact

The total development cost for design and construction of the park and community building is included in the Catellus / Bayport Project Budget approved by the CIC and City Council in April 2005 and will be funded with CIC project revenues generated from the Catellus / Bayport Project. The maintenance of the park will be paid for from funds collected through the "Supplemental Community Facilities District Special Tax" established for the Bayport residential project. This project will not require any supplemental appropriations or have any fiscal impact on the City's General Fund.

Municipal Code/Policy Document Cross Reference

The Project Plans and Specifications and the call for bids have been prepared in accordance with the Alameda Municipal Code.

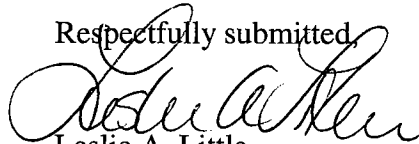
Environmental Review

The new park and school were included in the original environmental review for the Catellus Mixed-Use Project and are in compliance with the approved Catellus Alameda Project Master Plan and Site-wide Landscape Development Plan. No additional CEQA review is required.

Recommendation

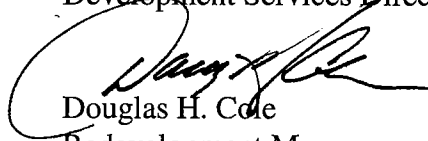
Adopt the plans and specifications and authorize call for bids for the Bayport Alameda Community Building and Park Project and direct the City Clerk to advertise for the same.

Respectfully submitted,



Leslie A. Little

Development Services Director



Douglas H. Cole

Redevelopment Manager

LAL\DC:dc

On File with the City Clerk's Office:

95% Construction Documents (Plans and Specifications)

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and Councilmembers

From: Debra Kurita
City Manager

Date: January 4, 2006

Re: Introduction of Ordinance Amending the Alameda Municipal Code by Adding Section 2-18 (Alameda Film Commission) to Chapter II (Administration), Establishing an Alameda Film Commission and Prescribing Membership and Duties of Said Commission

BACKGROUND

In September 2005, Council authorized staff to file an application for FLICS (Film Liaisons in California, Statewide) designation with the California Film Commission (CFC) and adopted a Resolution determining the future Alameda Film Commission as the City's official FLICS designee. The application with the CFC was filed and on December 5, 2005, the City was officially named a FLICS designee. The next step is to amend the Alameda Municipal Code to create a film commission.

DISCUSSION

Film commissions in California cities vary in form but come generally in two types: commissions with staff only and commissions with staff and multi-member commissions. Council requested that film commissions of the latter type (staff and multi-member commissions) be surveyed to determine the types of people serving in Commission positions. The Bay Area FLICS contingency was surveyed¹:

- **San Francisco Film Commission** - 11-member commission consisting of three film-industry related professionals, and one each: attorney, law enforcement professional, advertising professional, inventor/investor, union representative, nonprofit employee and small business owner/operator.
- **Monterey County** – a 22-member board consisting of seven film-industry professionals, two educators, three realtors, one hotel manager, one event planner, one financial consultant, three administrators, one legislative office representative, one movie tours operator, one ex officio economic development commissioner, and one retiree.

¹ The City of Oakland's Film Commission is staff only with no commission.

**Re: Intro of Ordinance 5-D
1-17-06**

- **San Mateo County Film Commission²** – nine-member commission made up of shopping center directors, hotel managers, and restaurant owners along with the Deputy Director of San Francisco Airport, the Director of the South San Francisco's Conference Center and the Director of the Hillar Aviation Museum.
- **Berkeley Film Office** – a 17-member board consisting of four representatives from the hotel industry, two from the restaurant industry, two from the Berkeley Chamber, one from the cultural community, two from UC Berkeley, one from the Berkeley Alumnae Association and the remainder from the general community. The Film Office also uses an advisory committee composed of film-industry related personnel.
- **Vallejo/Solano County** – a 15-member board composed of five marketing professionals (representing Marine World, Blue & Gold Fleet, Wax Museum & Pier 39), one graphics designer, one business operator, three small business owners, one general manager of a tourist attraction, one hotel general manager, one educator, and two ex officio spots, one for a City Councilmember, the other for an Economic Development Commission member.

The results of this survey demonstrate the wide variety of professions represented on film commissions. However, two groups are always represented: business and the film industry. In terms of the Alameda Film Commission, business could be represented by including the Directors of the Park Street and West Alameda Business Associations and the Chamber as members. In addition, several more types of "geographic" representation could be established because of these areas' likelihood of being the scene of filming. An individual from the realty/property management community could be an asset to the new Commission. An Alameda Film Commission including these types of representatives could be constituted as:

BUSINESS (3):

- Executive Director Park Street Business Association
- Executive Director West Alameda Business Association
- Executive Director Chamber of Commerce

FILM INDUSTRY PROFESSIONALS (4):

- Four seats filled with members possessing working knowledge of the film/video industry

² Lodged within a Convention & Visitor Bureau as are the next two film commissions described
Dedicated to Excellence, Committed to Service

GEOGRAPHIC (4):

- One representative from the arts/cultural community
- One neighborhood representative or representative from the Alameda Victorian Preservation Society
- A waterways representative from a marina-based business
- A realty/property management professional

The film commission is envisioned as a working commission, assisting staff in the marketing of Alameda as a prime film/video location. As the Commission evolves, membership and roles could be reexamined. Primary responsibilities will include working with staff to:

- Create a photographic inventory of Alameda locations
- Develop a film-related web site
- Develop a marketing campaign
- Assist in the handling of location requests.

BUDGET CONSIDERATION/FINANCIAL IMPACT

No additional funding would be required to implement the film commission. Existing staff will staff the film commission.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This program is consistent with:

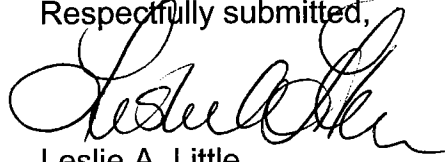
- AMC Chapter Five, Licenses and Permits, Section 5-30 Filming Activities
- *2000 Economic Development Strategic Plan* (EDSP) sets forth strategies for building a strong and diverse local economy. Strategy One of the EDSP stresses the desirability of attracting clean industry to Alameda and references "motion picture/television programming" as one of several primary business targets.
- Chapter Two, Administration, Alameda Municipal Code establishes the boards and commissions that operate in Alameda.

RECOMMENDATION

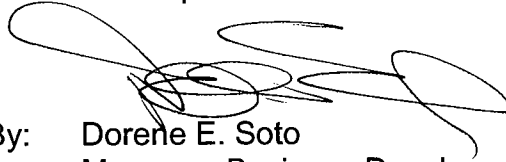
Adopt ordinance amending the Alameda Municipal Code by adding Section 2-18 (Alameda Film Commission) to Chapter II (Administration), establishing an Alameda Film Commission and Prescribing Membership and Duties of said Commission.

Dedicated to Excellence, Committed to Service

Respectfully submitted,



Leslie A. Little
Development Services Director



By: Dorene E. Soto
Manager, Business Development
Division



Sue G. Russell
Development Coordinator

DK/LAL/DES/SGR:rv

cc: Economic Development Commission
Alameda Chamber of Commerce
Park Street Business Association
West Alameda Business Association
Michael Kelly, Deputy Director, California Film Commission
Greg McFann, Building Official
Vivian Day, Building Services Manager

Dedicated to Excellence, Committed to Service

CITY OF ALAMEDA ORDINANCE NO. _____
New Series

AMENDING THE ALAMEDA MUNICIPAL CODE BY
ADDING SECTION 2-18 (ALAMEDA FILM COMMISSION) TO
CHAPTER II (ADMINISTRATION),
ESTABLISHING AN ALAMEDA FILM COMMISSION AND
PRESCRIBING MEMBERSHIP AND DUTIES OF SAID COMMISSION

BE IT ORDAINED by the Council of the City of Alameda that:

Section 1. The Alameda Municipal Code is hereby amended by adding Section 2-18, Alameda Film Commission, to Chapter II, Administration consisting of subsections 2-18-1 through 2-18-6 to read as follows:

2-18 Alameda Film Commission


2-18.1 Commission Created; Purpose.

An Alameda Film Commission is hereby created to enhance and encourage film/video production within the City, thereby advancing the economic benefits associated with it, and to encourage greater integration, coordination, and cooperation for the film/video industry in Alameda.

2-18.2 Membership; Appointment, Term.

a. The Commission shall consist of eleven (11) members:

- i. Three (3) members as follows:
 1. Executive Director of the Park Street Business Association, or his/her designee
 2. Executive Director of the West Alameda Business Association, or his/her designee
 3. Chief Executive Officer of the Alameda Chamber of Commerce, or his/her designee
- ii. Eight (8) members as follows:
 1. One (1) neighborhood member or representative from the Alameda Victorian Preservation Society
 2. One (1) waterways representative from a marina-based business
 3. One (1) realty/property management professional
 4. Four (4) members possessing working knowledge of the film/video industry.

Approved as to Form

CITY ATTORNEY

5. One (1) representative from the arts/cultural community

- b. The eight (8) members shall, upon nomination of the Mayor, be appointed by the City Council. The term of such members shall be for four (4) years and thereafter until the successor of such member is appointed and qualified.

2-18.3 Qualifications; Voting.

All members of the Commission shall, at the time of their appointment and continuously during their incumbency, be residents of the City. The vote of six (6) members shall be necessary for the action of the Commission.

2-18.4 Vacancy; Removal.

Any member may be removed by majority vote of the City Council. If a vacancy occurs other than by expiration of the term, vacancies shall be filled by appointment of the City Council and shall be for the unexpired portion of the term of office vacated.

2-18.5 Meetings and Officers.

The Commission shall meet quarterly each calendar year and shall hold such additional meetings as it determines to be necessary for discharge of its responsibilities hereunder. The Commission shall select a Chairperson and Vice Chairperson who shall each serve for one (1) year term or until successors are appointed. The Director of the Development Services Department, or his or her designee, shall serve as secretary to the commission.

2-18.6 Duties.

It shall be the duty of the Commission to serve as an advisory commission to the City Council. It shall have as its duties the following:

- a. promote Alameda as a film destination;
- b. assist staff in the development of specific policies, plans and programs to promote the film/video industry in Alameda;
- c. maintain liaison with other specific interest groups, councils, organizations, and institutions related to the film industry;

- d. provide perspective and recommendations for the Council with respect to the development and planning for a significant film arts base in Alameda; and
- e. adopt rules and regulations for the conduct of its meetings and business.

Section 2. This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

Presiding Officer of the Council

Attest:

Lara Weisiger, City Clerk

* * * * *

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the ____ day of _____, 2006, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this ____ day of _____, 2006.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

MEMORANDUM

To: The Honorable Mayor
and Members of the City Council

From: Debra Kurita
City Manager

Date: January 4, 2006

Re: Public Hearing on Housing and Community Development Needs for
Community Development Block Grant Annual Plan

Background

As an "Entitlement" city, Alameda receives Community Development Block Grant (CDBG) funds from the federal Department of Housing and Urban Development (HUD). CDBG regulations require an annual public hearing to obtain citizens' views on current housing and community development needs. Noted in the December 2, 2005 Alameda Journal and on the City's website, this Hearing provides an opportunity for input to the Action Plan for the coming year, FY 2006-07.

Discussion/Analysis

The Five-Year (2005-2010) Housing and Community Development Strategic Plan adopted last year sets forth Priority Needs and Objectives for the specified period. As required by HUD, the Five-Year Plan was developed in conjunction with other jurisdictions in Alameda County. The adopted Priority Needs and Objectives are listed in Attachment A to this report.

Alameda's FY 06-07 Action Plan will identify local areas of emphasis and uses of CDBG funds to address needs in eligible categories. Eligible activities include property acquisition and rehabilitation, public facilities improvements, public services, accessibility improvements, economic development, and planning and administrative activities. At least 70% of CDBG funds must benefit low- and moderate- income residents or neighborhoods. A limited amount may also be used to eliminate blight in selected areas. Activities not directly benefiting an eligible individual or household must meet identified needs in low-income neighborhoods shown on the attached map (Attachment B). In general, Alameda's housing and community development needs include affordable housing, structurally sound and well-maintained residential and commercial structures, public facilities and improvements to maintain and enhance neighborhood amenities, and public services to provide basics of daily living and enhance the quality of life for lower-income residents.

Fiscal Impact

The CDBG Entitlement allocations for FY 2006-07 have not been published by HUD, however, based on recent Congressional appropriations, staff anticipates that Alameda's grant may be reduced by as much as \$200,000, to approximately \$1,300,000. Additionally,

the City anticipates approximately \$205,000 in Program Income from residential rehabilitation and other loan repayments, bringing the projected FY 2006-07 CDBG funding total to \$1,505,000.

As required by CDBG regulations, the City's FY 2006-07 public services allocation will be capped at 15% of the amount of the grant plus prior year's program income. Due to an increase in loan repayments, current program income is above projections, off-setting slightly the reduction in Entitlement funds. Given these circumstances, the FY 2006-07 public services maximum amount is projected to be \$243,000, which is \$30,050 less than the current year's limit.

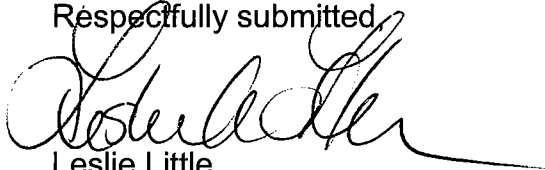
Other Considerations

The Social Service Human Relations Board advises the City Council regarding social service needs in the community. At the request of the Council, the SSHRB has been receiving citizen and service provider comments and has submitted a letter regarding community service needs (Attachment C).

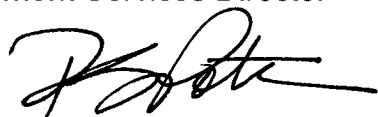
Recommendation

Proceed with the public hearing on current and anticipated housing and community development needs and receive Council input on additional needs not identified in citizens' comments.

Respectfully submitted,



Leslie Little
Development Services Director



By: Debbie Potter
Base Reuse and Community Development Manager

LL/DP/TW:sb

Attachments

cc: Social Service Human Relations Board

Dedicated to Excellence, Committed to Service

FY 2005-09 Consolidated Plan Priority Areas

Priority: Housing Needs*

- Increase the availability of affordable rental housing for extremely low income, low income and moderate income households.
- Preserve existing affordable rental housing and ownership for low income and moderate income households.
- Assist low and moderate income first-time homebuyers.

Priority: Fair Housing Access*

- Reduce housing discrimination.

Priority: Homeless Needs*

- Maintain, improve and expand (as needed) the capacity of housing, shelter and services for homeless individuals and families including integrated healthcare, employment services and other services.
- Maintain and expand activities designated to prevent those currently housed from becoming homeless.
- Build on inter-jurisdictional cooperation to achieve housing and homeless needs.

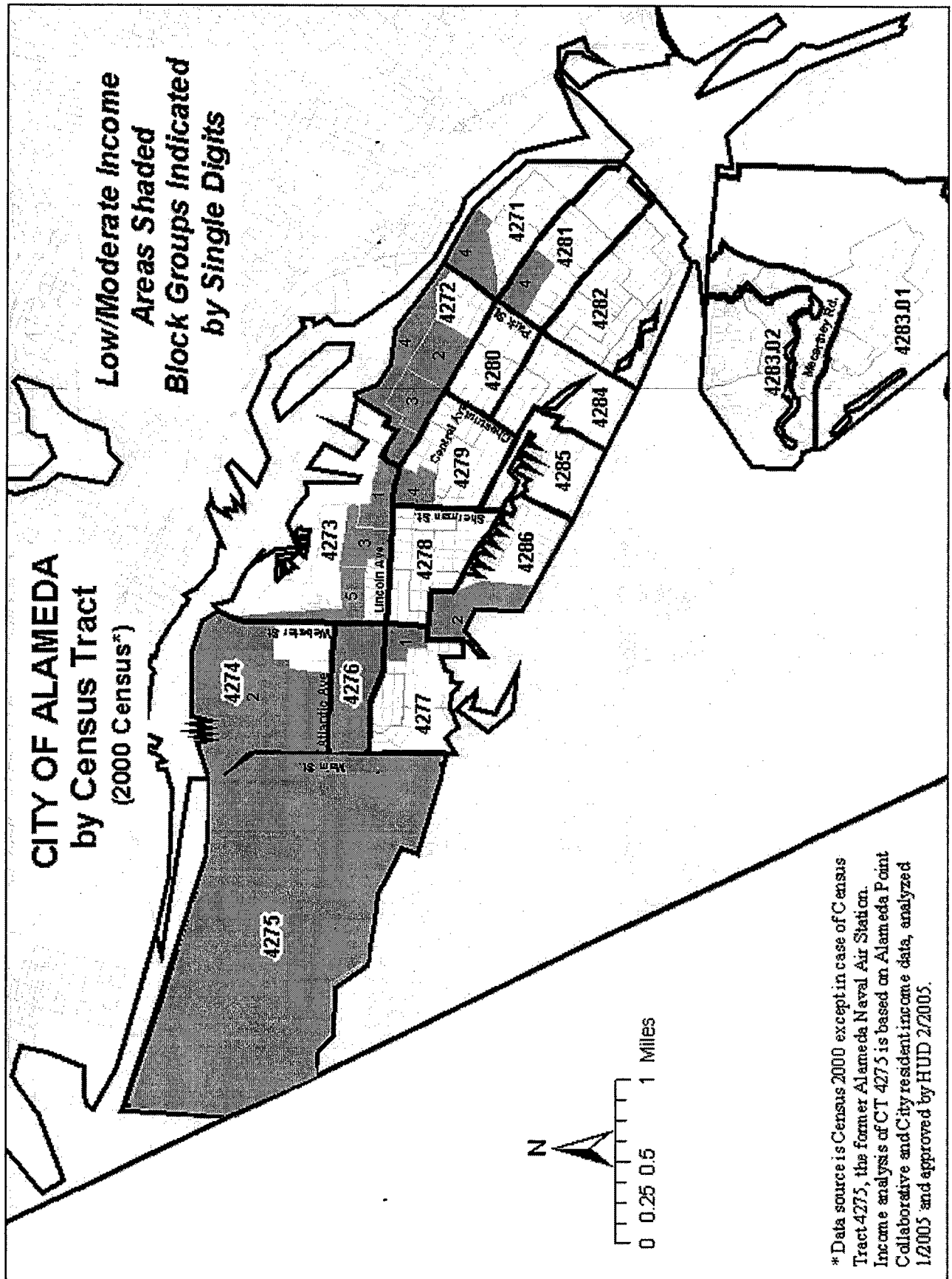
Priority: Supportive Housing Needs*

- Increase the availability of service-enriched housing for persons with special needs.

Priority: Community Development (Non-Housing) Needs*

- Senior Facilities and Services
- Parks and Recreation Facilities
- Neighborhood Facilities
- Child Care Facilities and Services
- Crime Awareness (Prevention)
- Accessibility Needs
- Infrastructure Improvements
- Economic Development
- Public Services

* These need areas are uniformly set, as required by HUD.



City of Alameda
2000 Census Low- and Moderate-Income Areas
Alameda is an "Exception" community, with the criteria set at 48.4%. Any Block Group where at least 48.4% of the population does not exceed 80% AMI qualifies as a low-mod area.

	Percent <u>Low-Mod (L/M)</u>	<u>L/M Area Boundaries</u>
<u>CT 4271</u>		
BG 4	50.1	W-Park St., N-Estuary, S/E-Tilden/Fernside/Versailles
<u>CT 4272</u>		
BG 2	53.3	W-Chestnut St, N-Clement Ave, E-Walnut St., S-Lincoln Ave.
BG 3	55.2	W-Grand Ave/Minturn St., N- Buena Vista/Clement Ave., E-Chestnut St, S-Lincoln Ave.
BG 4	48.4	W-Stanton St/Hibbard St./Grand St., N- Buena Vista/Eagle/Estuary, E- Grand Ave/Minturn St./Oak St./Park St., S- Lincoln Ave./ Buena Vista/Clement/Blanding Ave.
<u>CT 4273</u>		
BG 1	49.1	W-St. Charles St, N-Buena Vista Ave, E- Sherman St/Stanton St., S-Lincoln Ave.
BG 3	50.6	W-9 th St./Wood St., N-Railroad tracks, E-Sherman St./St. Charles St, S-Buena Vista/Lincoln Eagle Ave.
BG 5	73.1	W-Webster St., N-Stewart Ct., Railroad tracks, E-Constitution/9 th St., S-Buena Vista Ave.
<u>CT 4274</u>		
BG 2	60.0	W-Main St., N-Estuary, E-Webster St./5 th St., S-Atlantic Ave./Tinker Ave.
<u>CT 4275</u>		
Entire Tract	74.5*	W- San Francisco Bay. N- Estuary, E- Main St., S- San Francisco Bay
<u>CT 4276</u>		
Entire Tract	61.2	W-Main St. N- Atlantic Ave, E- Webster St., S- Pacific Ave/Marshall Way/Lincoln Ave.
<u>CT 4277</u>		
BG 1	54.4	W-Linden St/6 th St., N-Lincoln Ave, E-Webster St., S- Santa Clara/Central Ave.
<u>CT 4279</u>		
BG 4	54.4	W-Sherman St., N-Lincoln Ave/Santa Clara Ave., E- Stanton St./Cottage St., S-Central Ave.
<u>CT 4281</u>		
BG 4	58.5	W-Park St., N-Lincoln Ave., E-Versailles S-Central Ave.
<u>CT 4286</u>		
BG 2	54.0	W-McKay St., N- Central Ave., E-8 th St/Westline St. S-San Francisco Bay

HUD 2005 Income Limits <i>as of February 11, 2005.</i> Median Family Income: \$82,200								
Family Size	1	2	3	4	5	6	7	8
Very Low Income	\$29,000	\$33,100	\$37,250	\$41,400	\$44,700	\$48,000	\$51,350	\$54,650
Low Income	\$46,350	\$53,000	\$59,600	\$66,250	\$71,550	\$76,850	\$82,150	\$87,450



City of Alameda • California

Attachment C

January 4, 2006

To: Mayor and Members of the City Council

From: Robert Bonta, President
Social Service Human Relations Board

Subject: Social Service Human Relations Board Recommendations Regarding Housing and Community Development Needs

The Social Service Human Relations Board advises the City Council regarding social service and human relations needs in Alameda. In 1997, the Council asked the SSHRB to participate in the Community Development Block Grant (CDBG) process by reviewing and commenting on the public service needs and funding recommendations. This letter represents our input for the annual needs process, culminating in the Needs Hearing at the January 17, 2006 City Council meeting.

At our December 8, 2005 Special Meetings, we received input from three service providers (Attachment A) and reviewed the comments we provided to you in 2003, 2004 and 2005. We also heard a staff presentation on the preliminary results of our recent needs survey. As in years past, we are impressed with the breadth of needs that are addressed with the City's Community Development Block Grant funds, but we noted with dismay that available funds are never sufficient to address all the needs of lower-income residents of our city. Our concerns are even stronger than in years past due to the fundraising challenges experienced by many local non-profits in the face of Hurricane Katrina and other world crises.

Although we have not completed our analysis we have already learned some useful information from our recent needs survey. For example, low-income residents frequently cited the need for more living wage jobs, explaining that they cannot afford the basic items of daily living: food, rent, utilities and health care. Some suffer from stress, anxiety and depression while others go untreated for physical ailments, and, in spite of extensive outreach, some residents are either unaware of existing resources or unable to fully utilize them due to transportation and scheduling limitations. As previously noted, these are some preliminary findings. We look forward to completing our analysis and discussing our assessment with you at a joint session in 2006.

We compared the Focus Areas of the past two funding cycles with the comments we received this year and concluded that certain areas have become even more critical in light of the changes Alameda residents are experiencing. **Emphasis should be placed on:**

- **Strengthening Alameda's safety net** for families and individuals who are in crisis or vulnerable, through programs such as needed food, shelter, health care and personal safety services;
- **Empowering Alamedans to achieve economic and social self-sufficiency and stability** through education, job training, employment and employment support services such as

Dedicated to Excellence, Committed to Service

Development Services Department
950 West Mall Square, Second Floor
Alameda, California 94501-7552
510.749.5800 • Fax 510.749.5808 • TDD 510.522.7538
email dsd@ci.alameda.ca.us • www.ci.alameda.ca.us

transportation and childcare;


- **Improving access to affordable housing in Alameda** through programs such as fair housing, homeless prevention and short-term rental and utilities assistance; and
- **Making sure that people with disabilities, seniors, single parents and culturally and linguistically isolated populations** have awareness of and access to services through increased outreach and publicity.

The SSHRB recommends no particular order of priority or percentage allocation of CDBG public service funds among these focus areas. Rather, **we hope that the funding allocations will reflect a commitment to:**

- **Empowering families and individuals with tools for self-sufficiency and success.**
- **Maintaining Alameda's diversity; and**
- **Supporting families and individuals who are vulnerable or in crisis.**

We look forward to reviewing staff's public service funding recommendations when they are published later this year.

Sincerely,



Robert Bonta, President
Social Service Human Relations Board

RB:cb:sb

Attachment

cc: Social Service Human Relations Board
Development Services Director

Dedicated to Excellence, Committed to Service

ATTACHMENT A

**Social Service Human Relations Board
December 8, 2005
Public Service Speakers**

Meredith Owens, Alameda Power and Telecom

George Phillips, West Alameda Teen Club, Alameda Boys & Girls Club

Jim Franz, Alameda Red Cross

CURRENT APPLICATIONS
ECONOMIC DEVELOPMENT COMMISSION
ONE VACANCY
COMMUNITY AT LARGE SEAT
Partial term expiring 8/31/2009

Robert A. Bonta

Michael R. Fassler

Claire C. Fitzgerald

Frederick F. Hollister

Jay L. Ingram

Janet W. Iverson

Carrolyn M. Kubota

Lenard L. Lee

Diane C. Litchesnstein

Christopher D. Lundeen

Stephanie L. Prothero

Valerie Ruma

Brad C. Shook

Jay G. Townley

Kevin D. Waite

Randy K. Watkins

Lorre Zuppan